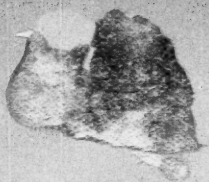

115-61

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1884.

No. 1240.

ANDREW STEWART, ANDREW D. GWYNNE, AND P. H. HALEY, PARTNERS, AS STEWART BROTHERS & COMPANY, APPELLANTS,

vs.

JAMES H. DUNHAM, WILLIAM T. BUCKLEY, AND CHARLES H. WEBB, PARTNERS, AS DUNHAM, BUCKLEY & COMPANY; EDWIN BATES, CHARLES K. BATES, AND THOMAS R. McGAHAN, PARTNERS, AS EDWIN BATES & COMPANY, ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF MISSISSIPPI.

FILED FEBRUARY 7, 1885.

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[illegible]

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JUDD & DETWEILER, PRINTERS, WASHINGTON.

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1 UNITED STATES OF AMERICA, *Southern District of Mississippi:*

Pleas and proceedings had and done at a regular term of the circuit court of the United States for the southern district of Mississippi (fifth circuit), begun and held pursuant to law, in the court-room of said court, in the city of Jackson, in said district, on the first Monday, being the sixth day of November, A. D. 1882.

Present and presiding, the Honorable R. A. Hill, U. S. district judge for Mississippi.

J. H. DUNHAM *et al. vs.* J. W. BROUGHTON *et al.*

Be it remembered that heretofore, to wit, on the 3d day of November, A. D. 1881, the following transcript from the records of the chancery court of Jefferson county, Mississippi, was filed in said court, to wit:

2 THE STATE OF MISSISSIPPI:

Pleas held before the Honorable H. S. Van Eaton, chancellor of the tenth chancery district of the State of Mississippi, at the court-house, in the town of Fayette, county of Jefferson, on the second Monday and the 12th day of September, A. D. 1881, the same being a regular term of said court.

JAMES H. DUNHAM *et al. vs.* JOHN W. BROUGHTON *et al.*

Be it remembered that on the 14th day of July, A. D. 1881, the complainants, by their solicitor-, L. Brame, T. L. Mellen, and Nugent & McWillie, filed in the office of the clerk of our said court their certain bill of complaint against said defendants, which said bill of complaint, together with the Exhibits A, B, C, and D, thereto is in the words and figures following, to wit:

3 THE STATE OF MISSISSIPPI, *Jefferson County:*

Chancery Court. September Term, 1881.

JAMES H. DUNHAM *et al. v.* JOHN W. BROUGHTON *et al.*

To the chancery court of the county of Jefferson:

The complainants, James H. Dunham, William T. Buckley, and Charles H. Webb, resident citizens of the State of New York, composing the mercantile firm of Dunham, Buckley & Co.; Edwin Bates and Charles K. Bates, resident citizens of the State of New York, and Thomas R. McGahan, a resident citizen of Charleston, in the State of South Carolina, composing the mercantile firm of Edwin Bates & Co., in this their bill of complaint exhibited against John W. Broughton; Emily Noland, widow of G. G. Noland; Julia Noland; Emma Broughton, wife of said John W. Broughton; Claude J. Pintard, resident citizens of Jefferson county, Mississippi; Andrew Stewart, Andrew D. Graymie, and P. H. Haley, resident citizens of
4 New Orleans, in the State of Louisiana, composing the firm of Stewart Bros. & Co.; and W. A. Stewart, also a citizen of New Orleans, Louisiana, show unto the court as follows:

charge, that said J. W. Broughton, agent, did remain in possession of said property, sold the goods as before, and carried on
10 the business under the stipulation of the trust deed until about the 13th of June, 1881, all of which complainants charge was a fraud in law; complainants are informed and believe, and therefore state, that no inventory was taken at the time of executing said trust deed and no schedule was attached. A certified transcript of said trust deed is herewith filed as a part of this bill, marked Exhibit "C."

On the 13th day of June, 1881, the said John W. Broughton, agent, executed to said Stewart Bros. & Co. an absolute deed, purporting to convey to them all the property embraced in said trust deed absolutely, in consideration of the said two notes above mentioned.

In this deed the said Claude J. Pintard united, and the same was acknowledged on the day of its execution, the 13th of June, 1881, but had not been filed for record on the 6th of July, 1881, and complainants believe it has not yet been so filed. A copy of said deed is herewith filed as a part of this bill, marked Exhibit D. The
11 said Stewart Bros. & Co. claim to have taken possession of said property under said second deed, and they are now in possession thereof, by their agent, the defendant, W. A. Stewart, the said property being in said store-house, in the town of Rodney. Upon information and belief, complainants state that no inventory of said goods was taken at the time of said pretended sale, and that no schedules thereof are attached to said second deed.

They further state, upon information and belief, that said Stewart Bros. & Co., assisted by said Claude J. Pintard, are taking or have about completed an inventory of said property, and that the same is worth about the sum of $16,000. They further state that said parties are now selling the goods and collecting the claims with a view to appropriating the money realized thereby.

Complainants, upon information and belief, state and charge, that the execution of the trust deed and the pretended sale by said J. W. Broughton, agent, to said Stewart Bros. & Co., and the deliv-
12 ery of the property thereunder were all parts of a scheme on the part of said Broughton, agent, and his principal or principals to cheat, wrong, and defraud complainants and other creditors, and that this fraudulent design was participated in by said Stewart Bros. & Co., who have aided in the attempt to defeat and defraud creditors. They further state and charge, upon information and belief, that the alleged debt of said Stewart Bros. & Co. is for the most part simulated and fictitious, and the amount due them, if anything, has been exaggerated for the purpose of aiding and assisting the said J. W. Broughton, agent, and his principal or principals in the execution of a fraudulent purpose.

Complainants further say that although the said J. W. Broughton represented to each of their firms that the said Emily Noland was the principal in said business, yet he has stated, as they are informed and believe, that his wife, the defendant, Emma Broughton, was his

principal, and that he was transacting said business in her
13 name, and he now asserts that he was from the first the agent of Julia Noland, the sister of his wife, and that he acted for no other person whatever.

Complainants have examined the public records and used every effort to ascertain who the said Broughton was agent for, but have been wholly unable so to do, and they have joined all of said parties alleged to have been interested as principals in said business in order that they may assert their rights, or defend their interests in this suit.

Whoever may be the principal, complainant- insists and charge that all the goods and stock now in said store, as well as the other property acquired and put there by said J. W. Broughton, agent, are liable for the just debts contracted by him in the course of such business.

Complainants further state and show, upon information and belief, that the said J. W. Broughton, agent, transacted said business up to the time of the pretended sale to Stewart Bros. & Co.,
14 without any sign or notice, at the house where he did business, or at any other place, to indicate who was his principal, and that all the property conveyed to Stewart Bros. & Co. was used or acquired in such business.

Complainants further state, upon information and belief, that the said Emma Broughton resided with said J. W. Broughton during the whole time he was carrying on such business, and that the defendants, Julia & Emily Noland, lived very near, and that all three of said parties were fully cognizant of the acts and conduct of said J. W. Broughton in transacting and managing said business, and in making the pretended and fraudulent sale to said Stewart Bros. & Co.

Complainants further state and show, that in February, 1881, the said J. W. Broughton, agent, was indebted to Dunham, Buckley & Co. in the sum of about $9,000, then past due, and to Edwin Bates & Co. in the sum of $2,353.53, then past due, and the said J. W. Broughton and Stewart Bros. & Co. at that time assured both firms that he, the said J. W. Broughton, agent, did not then owe
15 them, the said Stewart Bros. & Co. exceeding $5,000, and upon the faith of such assurance complainants extended the time of payment of their indebtedness, and afterwards sold large bills to said J. W. Broughton, agent; and further state and show, that the debts that were extended as aforesaid, and the amounts contracted afterwards on the faith of the assurances, made as aforesaid, constitute the indebtedness now due complainants. They, therefore, submit that the said Stewart Bros. & Co. are estopped to say that the indebtedness of said J. W. Broughton, agent, to them exceeded $5,000 at the time aforesaid.

Complainants, upon information and belief, aver and charge that the sale to said Stewart Bros. & Co. was made with intent to cheat, hinder, delay, and defraud the creditors of said J. W. Broughton, agent, and that said Stewart Bros. & Co. knew of such fraudulent intent and participated therein, by reason of all which the said property is

liable to be subjected to the payment of the debts contracted by said J. W. Broughton, agent. Complainants are without
16 remedy, except in this court. They pray that process may issue for the resident defendants, and that publication may be made for the non-residents. May it please the court to require each of said defendants to answer the allegations of this fully and specifically. Defendant J. W. Boughton will answer specifically the following interrogatories:

1. How much did you owe Stewart Bros. & Co. on the 13th of June, 1881? How and when was the indebtedness contracted? If you shall say any money was advanced by them, what was done with it? In answer to these questions give the items, specifying dates, amounts, and other particulars.

2. How much did you owe said parties on the 23rd of February, 1881? If your indebtedness to them was increased after that time, state how, specifying dates, amounts, and other particulars. If any money was advanced, state how much, at what times, and what did you do with it. If any debts were assumed or paid for you, state the amounts, specifying the particular debts and what you
17 owed them for, and when they were contracted.

3. If you have assumed any indebtedness for other persons to Stewart Bros. & Co. within the last two years, specify the amounts, dates, &c.; also, why you assumed such debts—for what consideration.

4. Who were you acting as agent for in transacting the business referred to in the bill? Who was interested in the business? Did you have any agreement with any one as to sharing profits or losses? State fully and particularly.

5. Did you have an account with Stewart Bros. & Co. on the books kept by you in the business? If so, file with your answer a copy of the account. Is it correct as to dates, amounts, &c.,? Were the entries made at the time they purport to have been, and in the regular course?

6th. Did you keep correct books, and are all the entries on them so made as to speak the truth? If there are any entries that are incorrect or that do not correspond with the facts, please specify them, and also any entries that should be made, that have not been.
18 7. Did you keep a letter-file and copies of letters written by you? If so, please file all letters received by you from Stewart Bros. & Co., or any one for them, within the last two years, as well as the copies of letters written by you to them within that time. Have you complied fully with this request?

8th. Did you turn over to Stewart Bros. & Co. all the property and assets of the business of J. W. Broughton, agent; what is the amount in value of the property and assets so delivered to them? If there is any other property or money what is it, and where is it?

9. What debts of the concern have you paid in the last six months, excluding the debt of Stewart Bros. & Co.? Specify. Did you pay or secure the debt of Wickham and Pendleton? If so, state the am't, and when and how.

Defendants, Andrew Stewart, Andrew D. Gayene, and P. H. Haley will each answer specially.

1. How much did J. W. Broughton, agent, owe you, say the 20th of February, 1881? If the debt has been increased since that time, state how, giving dates, amounts, and other particulars.
19 If any debts were paid by you to other parties for him, or if any amounts were advanced by you for him to pay debts to any person, or if he assumed any debts to you for others within six months before he closed business, give the particulars, stating, if you know or understood at the time, why and upon what consideration he owed any such debts or paid or assumed the same.

2. Is your account against J. W. Broughton, agent, accurate and correct? Please file in answer to this a copy of the account covering all transactions from and after Jan'y 1st, 1880.

3. Have you the letters written you by said J. W. Broughton, agent, and copies of your replies? If so, please file said letters and copies.

4. Who was J. W. Broughton agent for? If you have any knowledge, or ever received any communication or information on this subject, either from the said J. W. Broughton, or the person or persons from whom he was acting as agent, please state what you know or have been informed, and if you have
20 any letter or communication in reference to the matter please file the same.

5. What amount of property was turned over to you in the sale made by J. W. Broughton, agent?

On final hearing complainants pray that the said pretended sale be set aside as fraudulent and void; that said deed of trust of May 26th, 1881, and the deed of June 13th, 1881, be cancelled and for naught held as to complainants, and that their debt may be established and a lien enforced as against said above-described property, as the statute provides to pay and satisfy said debts and all costs of this suit. If complainants have not asked for the proper relief, they pray the court to grant them such relief as is right and just.

This bill is filed on behalf of complainant- and all other creditors who may come in and share the costs of the litigation; but complainants will claim a priority of lien under the statute, from the time of filing the bill.

L. BRAME,
J. L. MELLEN,
NUGENT & McWILLIE,
Solicitors for Complainants.

21 STATE OF MISSISSIPPI, *Hinds County:*

Before me, J. D. Monahan, a justice of the peace in and for Hinds county, this day personally appeared J. H. Maddox, agent for complainants in the foregoing bill of complaint, who, being duly sworn, states that the matters and things alleged in said bill as upon posi-

tive knowledge are true, and that those things alleged upon information and belief he believes to be true.

J. H. MADDOX.

Sworn to and subscribed before me, July 9th, 1881.
[SEAL.] J. D. MONAHAN,
Justice Peace.

EXHIBIT A.

Copy.

$3,027.92. NEW YORK, *April 9th*, 1881.

Three months after date I, the subscriber, of Rodney county, of State of Miss., promise to pay to the order of Dunham, Buckley & Co., thirty hundred twenty-seven $\frac{92}{100}$ dollars, at office, 340 Broadway, N. Y., value received.

Due July 12, '81.

(Signed) J. W. BROUGHTON, *Agent.*

22 Copy.

$3,027.92. NEW YORK, *April 9th*, 1881.

Four months after date I, the subscriber, of Rodney county, of State of Miss., promise to pay to the order of Dunham, Buckley & Co., thirty hundred twenty-seven & $\frac{92}{100}$ dollars, at office, 340 Broadway, N. Y., value received.

Due Aug. 12, '81.

(Signed) J. W. BROUGHTON, *Agent.*

Copy.

$3,027.93. NEW YORK, *April 9th*, 1881.

Five months after date I, the subscriber, of Rodney county, of State of Miss., promise to pay to the order of Dunham, Buckley & Co., thirty hundred twenty-seven $\frac{93}{100}$ dollars, at office, 340 Broadway, N. Y., value received.

Due Sept. 12th, '81.

(Signed) J. W. BROUGHTON, *Agent.*

23 Folio 694.

Salesman, Maddox. NEW YORK, *June 21st*, 1881.

Mr. J. W. Broughton, ag't, Rodney, Miss.,
To Dunham, Buckley & Co., No. 340 Broadway.

Apr. 23.	To mdse.,	60 ds.				26 47
" "	"	"				293 89
" "	"	"				3 40
						324 06
Apr. 23.	"	4mo.		17 42		
" "	"	"		64 00		
				81 42	81 42	
						405 48

To note due July 12, '81		$3,027 92	
" " Aug. 12, '81		3,027 92	
" " Sept. 12, '81		3,027 93	
			9,083 77
			9,489 25

24 Folio 6914.

Salesman, Maddox. NEW YORK, *June* 22, 1881.

Mr. J. W. Broughton, ag't, Rodney, Miss.,
To Dunham, Buckley & Co., No. 340 Broadway, Dr.

Sep. 20. To mdse., @ 60 da.			267 36
Dec. 8. " " "			78 19
" " " " "			6 60
			352 15
Ins.			3 91
			356 06
Sep. 14. To mdse., 4 mos.		179 48	
20. " "		48 50	
Oct. 8. " "		105 48	
" " "		47 63	
19. " "		2 80	
Dec. 10. " "		1 28	
			385 17
			741 29
To note due Oct. 17, '80	3,129 24		
To protest	3 34		
		3,132 58	
To note due Feb'y 4, '81	6,202 25		
To protest	3 34		
		6,205 59	
		9,338 17	
Interest		339 37	
			9,677 54
			10,418 77
25 Jan'y 28. By cash		800 00	
M'ch 7. "		535 00	
By note due July 12, '81		3,027 92	
" " Aug. 12, '81		3,027 92	
" " Sept. 12, '84		3,027 93	
			10,418 77

JAMES H. DUNHAM,
WILLIAM T. BUCKLEY,
CHARLES H. WEBB,
Composing the firm of Dunham, Buckley & Co.,
340 *Broadway, N. Y.*

26 Folio 6914.
Salesman, Maddox. NEW YORK, *June* 22, 1881.

Mr. J. W. Broughton, ag't, Rodney, Miss.,
To Dunham, Buckley & Co., No. 340 Broadway, Dr.

Aug.	19.	To mdse.	60 ds			70 90
	"	"	"			16 75
Sep.	1.	"	"			70 07
	3.	"	"			540 71
	"	"	"			18 25
	7.	"	"			72 52
	8.	"	"			990 76
	17.	"	"			31 87
						1,811 83
Ins.					23 64	
					42 42	
					43 95	
						110 01
						1,921 84
Aug.	19.	To mdse.,	4 mos		304 35	
"	"	"	"	"	119 99	
"	27.	"	"	"	1,719	
Sep.	9.	"	"	"	68 00	
"	3.	"	"	"	518 61	
"	"	"	"	"	32 20	
"	"	"	"	"	949 17	
"	"	"	"	"	249 30	
"	6.	"	"	"	8 50	
"	6.	"	"	"	5 08	
"	8.	"	"	"	44 63	
"	7.	"	"	"	1,049 20	
"	7.	"	"	"	234 50	
"	"	"	"	"	643 33	
"	8.	"	"	"	246 39	
						6,202 25
						8,124 09
By note due Dec. 3, '80					1,921 84	
" " "	Feb'y 4, '81				6,202 25	
						8,124 09

27 Folio 6914.
Salesman, Maddox. NEW YORK, *June* 21*st*, 1881.

Mr. J. W. Broughton, agent, Rodney, Miss.,
To Dunham, Buckley & Co., No. 340 Broadway, Dr.

1879.

Sept.	17.	To mdse.,	60 days		323 76
	18.	"	"		6 10
	19.	"	"		17 25
	30.	"	"		193 47

1879.						
Oct.	3.	To mdse., 60 days				54 07
	21.	" " "	Nov. 1			38 75
	22.	" " "	"			180 79
	23.	" " "				23 09
Nov.	18.	" " "				266 59
"	"	" " "				78 82
Dec.	16.	" " "				156 25
	19.	" " "				175 59
						1,514 53
		Ins.			37 44	
		"			3 69	
		"			4 07	
		"			75	
		"			4 24	
		"			4 00	
						54 19
						1,568 72
Sep.	15.	To mdse., 4 mo.			5 50	
	17.	" " "			890 13	
	18.	" " "			531 32	
	"	" " "			94 67	
	"	" " "			301 98	
28	19.	To mdse., 60 ds.			23	
	"	" "			5 00	
	23.	" "			68 67	
Oct.	1.	" "			21	
	21.	" "	Nov. 1		110 10	
	22.	" "	"		40 04	
	24.	" "	"		45 00	
Nov.	11.	" "	"		18 53	
"	13.	" "	"		35 75	
	19.	" "	"		40 05	
"	28.	" "	"		18 60	
Dec.	4.	" "			13 00	
	19.	" "			32 00	
					2,294 34	
		Undercharge on bill Sept. 17			1 65	
		Undercharge on Belton lace			1 70	
						2,297 69
						3,866 41
Oct.	6.	By cash			500	
Nov.	"	" "			947	
	'80.					
Ap'l	26.	" "			600	
June	21.	" "			300	
					2,347 00	

2 per cent. on 1,447.00, Oct. 6 to Nov. 11					29 94	
By allowance on insurance					13 22	
						2,389 16
						1,477 25
Interest on above						94 56
						1,571 81
29						
1880.						
Feb. 28.	To mdse.,	M'ch 15, 60 ds.			736 97	
"	"	"			26 38	
May 6.	"	"			43 51	
7.	"	"			9 28	
					816 14	
Jan. 3.	"	4 mo.		30 95		
Feb. 28.	"	M'ch 15		44 02		
"	"	" "		187 59		
May 6.	"	4 mo.		189 31		
"	"	"		187 79		
7.	"	"		63 75		
					712 41	
					1,528 55	
Int. on above					28 88	
						1,557 43
						3,129 24
By note due Oct. 17, '80						31,29 24

EXHIBIT B.

Statement.

NEW YORK, *June 30th*, 1881.

Mr. Jno. Broughton, agent, Rodney, Miss.,
To Edwin Bates & Co., 507 & 509 Broadway.

Note due Jan'y 18, '81						2,353 53
Protest						4 15
						2,357 68
1880.						
Oct. 5.	Mdse.				4 75	
Nov. 26.	"				20 25	
Feb. 16.	"	as M'ch 15		1,555 73		
" "	"				19 50	
						1,600 23
						$3,957 91

30 $2,353.53. NEW YORK, *Sept.* 15*th*, 1880.

Four months after date I promise to pay to the order of Edwin Bates & Co. twenty-three hundred fifty-three $\frac{53}{100}$ dollars at office Stewart Bros. & Co., New Orleans, value received, with exchange on New York.

(Signed) J. W. BROUGHTON, *Agent.*

Residence: Rodney, Miss.
Due Jan'y 18, '81.

[Endorsed across the face:] Edwin Bates & Co. Protested for non-payment. Protest fees, $4.15.

Number 1970, book 20, folio 419, S. B. 76.
Salesman, Miller.

To secure prompt attention, all business correspondence should be addressed to the firm. All claims must be made within ten days after receipt of goods. No allowance made for goods short if packed in trunks.

NEW YORK, *Feb'y* 18*th* (as *M'ch* 1*st*), 1881.

Mr. J. W. Broughton, ag't, Rodney, Miss.,
Bought of Edwin Bates & Co., manufacturers of clothing,
507 & 509 Broadway, St. Nicholas Hotel block.

Duplicate. Direct letter to P. O. box 3067.

Terms, four months. No goods to be returned unless damaged.

3587	5 child's suits	1 20	6	
4021	5 " "	2 65	13	25
	C't'g		25	
	Cromwell Line		19	50

31 Number 1483, book 22, folio 225, S. B.

Salesman, Miller. NEW YORK, *Nov.* 26, 1881.

Mr. J. W. Broughton, ag't, Rodney, Miss.,
Bought of Edwin Bates & Co., manufacturers of clothing,
Duplicate. 507 & 509 Broadway.

1	English cass., 4½ yds.	4 50
Ex.	Ex. to D. B. Langer, Greenville, Miss.	

Number 1095, book 21, folio 59, S. B.

Salesman, Miller. NEW YORK, *Oct.* 5, 1880.

Mr. J. W. Broughton, Rodney, Miss.,
Bought of Edwin Bates & Co., manufacturers of clothing,
Duplicate. 507 & 509 Broadway.

2735	Cass. pt.	4 75
	Express	

32 Number 1877, book 20, folio 320, S. B. 37.

Salesman, Miller.

NEW YORK, *Feb'r'y 11th*, (as *M'rch 15th*,) 1881.

Mr. J. W. Broughton, ag't., Rodney, Miss.,

Bought of Edwin Bates & Co., manufacturers of clothing,

Duplicate. 507 & 509 Broadway.

3885	1	cass. tk.	7 15		
6	1	" pt.	3 70		
7	1	" vt.	1 65		
					12 50
3134	6	drill sks.	1		
5	6	" pts.	70		
				1 70	10 20
3537	9	Janes sts.	1 05		
8	9	" pts.	85		
				1 90	17 10
3561	6	lined sks.	1 25		
2	6	" pts.	1		
				2 25	13 50
1864	4	caug- sks.	2 30		
5	4	" pts.	1 50		
				3 88	15 20
3740	6	cass. sks.		3 60	21 60
9863	4	Tweed	2 15		
4	4	" pts.	95		
5	4	" vts.	70		
				3 80	15 20
7446	4	caft. suit	2 00		
7	4	" pts.	1 50		
				3 50	14 00
3700	4	meat sks.	2 65		
1	4	" pts.	1 30		
2	4	" vts.	80		
					19 00
3243	2	cotton pants		8 00	16 00
3245	1	" "			9 00
3540	1	" "			3 00

33

3539	1	" "			11 50
9268	3	cass. sks.	2 90		
9	3	cass. pts.	1 40		
70	3	" vts.	95		
				5 25	15 75
3716	3	" sks.	2 90		
17	3	" pts.	1 40		
18	3	" vts.	95		
				5 25	15 75

3646	4	cass.	fks.	3 15		
7	4	"	pts.	1 60		
8	4	"	vts.	95		
					5 70	22 80
		Over				242 10
		Forward				$242 10
1840	3	cass.	fks.	3 15		
2	3	"	pts.	1 60		
3	3	"	vts.	95		
					5 70	17 10
3914	4	"	sks.	3 15		
15	4	"	pts.	2 15		
16	4	"	vts.	1 20		
					6 50	26 00
3321	3	"	fks.	3 75		
2	3	"	pts.	1 90		
3	3	"	vts.	1 05		
					6 70	20 10
3664	4	"	fks.	3 75		
5	4	"	pts.	1 90		
6	4	"	vts.	1 05		
					6 70	26 80
3229	3	"	sks.	3 90		
30	3	"	pts.	2 15		
31	3	"	vts.	1 20		
					7 25	21 75
34						
3353	4	"	sks.	3 90		
4	4	"	pts.	2 40		
5	4	"	vts.	1 20		
					7 50	30 00
3935	3	"	fks.	3 90		
6	3	"	pts.	2 40		
7	3	"	vts.	1 20		
					7 50	22 50
3971	3	"	fks.	4 90		
2	3	"	pts.	2 50		
3	3	"	vts.	1 35		
					8 75	26 25
3925	3	"	sks.	3 90		
6	3	"	pts.	2 40		
7	3	"	vts.	1 45		
					7 75	23 25
3451	3	"	sks.	5 00		
2	3	"	pts.	2 62½		
3	3	"	vts.	1 37½		
					9	27

3978	4	cass.	sks.	5 30		
9	4	"	pts.	3 05		
80	4	"	vts.	1 65		
					10	40
3882	3	"	sks.	5 60		
3	3	"	pts.	3 35		
4	3	"	vts.	1 55		
					10 50	31 50
3362	3	"	sks.	5 90		
3	3	"	pts.	3 05		
4	3	"	vts.	1 55		
					10 50	31 50
3855	3	"	sks.	6 25		
6	3	"	pts.	3 62½		
7	3	"	vts.	1 62½		
					11 50	34 50
35						
3479	4	"	sks.	6 25		
80	4	"	pts.	3 37½		
80	4	"	vts.	1 87½		
					11 50	46 00
						666 35
	Over					
4104	3	cass.	fks.	7 15		
5	3	"	pts.	3 80		
6	3	"	vts.	1 80		
					12 75	38 25
3367	3	"	sks.	6 50		
8	3	"	pts.	3 37½		
9	3	"	vts.	1 62½		
					11 50	34 50
3677	3	"	sks.	8 35		
8	3	"	pts.	4 45		
9	3	"	vest	1 95		
					14 75	44 25
3642	6	cass.	pts.		1 70	10 20
3776	6	"	"		1 70	10 20
3777	3	"	"		2 65	7 95
3778	3	"	"		2 65	7 95
4035	3	"	"		2 85	8 55
3923	4	"	"		3 25	13
1126	4	"	"		3 35	13 40
3420	4	"	"		3 35	13 40
3549	4	"	"		3 35	13 40
3668	6	"	"		4	24
3748	3	"	"		4 75	14 25
3046	4	f'n'l.	sks.	2 40		
7	4	"	pts.	1 90		
8	4	"	vts.	95		
					5 25	21

3796	3	f'n'l sks.	4 75			
7	3	" pts.	2 50			
8	3	" vts.	1 25			
				8 50		25 50
36						
3514	3	" sks.	3 65			
15	3	" pts.	2 15			
16	3	" vts.	1 20			
				7		21
3064	2	Middlesex sks.	3 35			
5	2	" pts,	3 70			
6	2	" vts.	1 45			
				10 50		21
3092	2	" sks.	5 25			
3	2	" pts.	4 00			
4	2	" vts.	1 75			
				11		22
3267	4	mot. sks.		2 15		8 60
3327	4	worsted sks.	3 60			
8	4	" vts.	90	4 50		18
3592	4	" sks.	4 37½			
3	4	" vts.	1 12½			
				5 50		22
4026	3	" sks.	4 35			
7	3	" vts.	1 35			
				5 70		17 10
3565	3	" sks.	6 62½			
6	3	" vts.	1 62½			
				8 25		24 75
		Over				1,120 60
3124	9	Creole chk. shs.	75			
5	9	" " pts.	65			
6	9	" vts.	68			
				2		18
1618	4	" " sks.	80			
19	4	" " pts.	70			
20	4	" " vts.	65			
				2 15		8 60
3274	6	seersks.	1 20			
5	6	" pts.	95			
6	6	" vts.	70			
				2 85		17 10
37						
3142	4	drill sks.	1 35			
3	4	" pts	1 20			
4	4	" vts.	80			
				3 35		13 40

3225	3	duck sks.	1 97		
6	3	" pts.	1 57		
7	3	" vts.	96		
				4 50	13 50
3106	½	dusters		8	4
3239	¼	"		10	2 50
3131	¼	"		10	2 50
3623	4	"		2 40	9 60
3628	3	alp. sks.		1 90	5 70
3984	4	" "		95	3 80
3188	4	" "		2 40	9 60
3189	4	" "		2 40	9 60
3410	4	" "		4 50	18
3640	3	" "		3 60	10 80
3697	3	" "		3 60	10 80
3696	4	" "		2 85	11 40
3105	3	" "		2 40	7 20
3272	4	" "		2 10	8 40
3641	4	" "		1 50	6 00
3079	5	child's suits		3 60	18
3317	5	" "		3 35	16 75
3043	5	boys cast sks.	2 15		
4	5	" " pts.	1 55		
5	5	" " vts.	80		
				4 50	22 50
3005	5	" alp. sks.		95	4 75
3004	6	yths. " "		1 20	7 20
38					
3292	5	" " "		95	4 75
3240	½	boys' striped		5 25	2 63
4240	½	yths. "		6 25	3 12
1825	6	boys' cast sks.	2 50		
6	6	" " pts.	1 12½		
7	6	" " vts.	8 72		
				4 50	27 00
		Over			$1,417 80
3502	6	boys' cast sks.	2 65		
3	6	" " pts.	1 20		
4	6	" " vts.	90		
				4 75	28 50
3155	5	" linen sks.		85	4 25
3624	5	child's suits		1 45	7 25
3295	6	mars. sks.	1 05		
6	6	" pts.	95		
				2 00	12 00
3785	6	wht. duck sks.	1 30		
6	6	" pts.	1 05		
7	6	" vts.	80		
				3 15	18 90

3297	½ mar. vts.		6 70	3 35
3080	⅓ "		11 50	3 83
3083	⅓ "		14 50	4 83
3842	⅓ "		14 50	4 84
3710	4 "		1 90	7 60
3795	4 "		2 15	8 60
3086	⅓ "		16 00	5 33
3698	1 worsted sk. } for H. L. Winter		9 75	
9	1 " vt. }		1 75	
				11 50
3756	1 cass. pts.			4 75
789	Coopy & Carty			1 00
39				
	Ins. to Rodney			17 00
	Cr. less			1,561 33
3882	1 coat returned			5 60
	Cromwell line			$1,555 73

William F. Lett, notary public and commissioner for all the world, passport agent and conveyancer, 335 Broadway, room 1, first floor, first office, New York.

UNITED STATES OF AMERICA:

STATE OF NEW YORK, } ss:
City and County of New York, }

By this public instrument be it remembered that on this first day of July, one thousand eight hundred and eighty-one, before me, the subscriber, William F. Lett, a commissioner in and for the State of New York, appointed by the Governor of Mississippi, to take proof and acknowledgment of deeds, mortgages, letters of attorney, or any other instrument to be used or recorded in the State of Mississippi, and to administer oaths and affirmations, take depositions, &c., &c., appeared Edwin Bates, who, being by me first duly sworn according to law, did depose and say: That he is one of the firm of Edwin Bates & Co., of the city of New York, which said firm is composed of Edwin Bates, Thomas R. McGahan, and Charles K. Bates; that the fore-
40 going and annexed accounts are correctly made out from the books of original entry of said Edwin Bates & Co., and that said charges were made in said books at or about the time of their respective dates, and are correct. That the goods, wares, or merchandise for which said charges were made were sold and delivered to J. W. Broughton, ag't, of Rodney, Mississippi, at his special instance and request, and said goods, wares, or merchandise were fully and reasonably worth the prices charged therefor and agreed upon by said J. W. Broughton, agent, and the account and note are just and true, as stated, and remain due and unpaid. That all just credits have been given to said account and note, and that there is now due

as aforesaid the sum of three thousand nine hundred and fifty-seven & $\frac{91}{100}$ dollars ($3,957.91) exclusive of any payment or sett-off, with lawful interest thereon from ———, and that said Edwin Bates & Company hold no security or satisfaction whatever to secure said debt, or any portion thereof, and are now the *bona fide* and legal owners and holders of said claim.

EDWIN BATES.

41 Subscribed and sworn to before me, the day and year first above written.

Witness my hand and official seal at the city of New York, in the county and state of New York.

[SEAL] WM. F. LETT,
Commissioner for the State of Mississippi in the State of New York as aforesaid.

EXHIBIT C.

John W. Broughton, Ag't, to C. J. Pintard. Deed in Trust.

Filed for record May 27th, 1881, at 6 o'clock p. m.

This deed, made and entered into this twenty-sixth day of May, in the year of our Lord one thousand eight hundred and eighty-one, by and between John W. Broughton, agent, of the county of Jefferson and State of Mississippi, party of the first part, C. J. Pintard, of the same county and State, party of the second part, and *and* Andrew Stewart, Andrew Gayire, and P. H. Haley, copartners and doing business under the name and style of Stewart Brothers & Co., of the city of New Orleans and State of Louisiana, parties of the third part, witnesseth: That the said party of the
42 first part, in consideration of the debt and trusts, hereinafter mentioned and created, and of the sum of one dollar to him paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto the said party of the second part the following described personal property, to wit: "All the stock of dry goods, groceries, produce, notions, clothing, hats, boots, and shoes, comprising the entire stock of merchandise now in the brick storehouse occupied by said party of the first part, on the corner of Commerce streets and the Port Gibson road, in the town of Rodney, in said county of Jefferson, including any and all stock of general merchandise which may hereafter be purchased in the course of business and brought into said store-house; also all the books of accounts, notes, and evidences of indebtedness of every kind, and due and to become due to said party of the first part; also the iron safe, platform and counter scales, desks, chairs, and other office furniture now in said store-house. To have and to hold the same to
43 the party of the second part, and to his successor or successors in trust, and to him and his heirs forever. In trust, however, for the following purposes: Whereas the said party of the first part has this day made, executed, and delivered to the said parties of the third part his two promissory notes of even date herewith, one for

the sum of twenty thousand dollars, payable six months after date to the order of said parties of the third part, at their office in New Orleans, La., with eight per cent. per annum interest from date until paid, the other for the sum of fourteen thousand seventy-seven $\frac{50}{100}$ dollars, payable eight months after date to the order of said parties of the third part, at their office in New Orleans, La., with eight per cent. per annum interest from date until paid: Now, therefore, if the said party of the first part shall well and truly pay off and discharge the debt and interest expressed in the said notes, and every part thereof when the same becomes due and payable, according to the tenor, terms, and date and effect of said
44 notes, then this deed shall be void and of no effect, but should the said party of the first part fail or refuse to pay the said debt or the said interest, or any part thereof, when the same or any part thereof shall become due and payable, accord- to the true tenor, date, and effect of said notes, then the whole shall become due and payable, and this deed shall remain in full force; and the said party of the second part, at the request of the legal holders of said notes, may proceed to sell the property hereinbefore described and conveyed, or any part thereof, at public vendue, to the highest bidder for cash, in said brick store-house in said town of Rodney, first giving twenty days' public notice of the time, terms, and place of sale, and of the property to be sold, by posting printed or written notices in five public places in said county of Jefferson; and said party of the second part shall, out of the proceeds of said sale, pay, first, the costs and expenses of executing this trust, and next shall apply the proceeds remaining over to the payment of said debt and interest, or so much thereof as remains unpaid, and
45 the remainder, if any, shall be paid to the said party of the first part or his legal representatives. It is understood and agreed between the parties hereto that the said party of the first part shall have the right to carry on the business as heretofore, for the purpose of selling off the stock of goods and collecting in the notes and accounts due and to become due, and in order to enable said party of the first part to carry on said business, the said parties of the third part hereby agree to advance to him the further sum of one thousand dollars, which last account is also understood and agreed to be included in and covered by this deed in trust and to be due and payable six months after this date, the maturity of the first note.

In the event of the death, removal, or resignation or inability to act of the trustee herein, the said parties shall have the power to appoint another trustee to execute this trust, and the said party of the second part accepts the trust herein created, and covenants faithfully to perform and fulfill the same.

46 In witness whereof, the said parties have set their hands, the day and year first above written.

JOHN W. BROUGHTON, *Ag't.*
C. J. PINTARD.
STEWART BROS. & CO.,
By ANDREW STEWART.

STATE OF MISSISSIPPI, *Jefferson County:*

Personally appeared before the undersigned, mayor of the town of Rodney, and *ex-officio* justice of the peace in and for said county and State, Jno. W. Broughton, ag't, C. J. Pintard, and Andrew Stewart, who severally acknowledged that they signed and delivered the foregoing deed in trust as their act and deed for the purposes therein mentioned on the day and year therein written.

Given under my hand, this 26th day of May, A. D. 1881.

J. A. LIMERICK,
Mayor & ex-officio J. P.

STATE OF MISSISSIPPI, *County of Jefferson:*

I, O. H. McGinty, clerk of the chancery court, in and for said county and State, do hereby certify that the foregoing is a true and correct copy of the original deed of trust of Jno. W.
47 Broughton to Stewart Bros. & Co., as the same now appears of record in chattel record book No. 5, pages 161 & 162 and 163, now in my office.

Witness my hand and seal of office, this June 5th, A. D. 1881.

[SEAL.] O. H. McGINTY, *Clerk.*

EXHIBIT D.

Know all men by these presents, that we, John W. Broughton agent, and Claude J. Pintard, for and in consideration of the sum of thirty thousand & seventy-seven $\frac{50}{100}$ dollars, being the amount of two promissory notes dated the 26th day of May, 1881, one for twenty thousand dollars, payable six months after date, with eight per cent. per annum interest from date, the other for fourteen thousand & seventy-seven $\frac{50}{100}$ dollars, payable eight months after date, with eight per cent. per annum interest from date, which said notes were executed in favor of Stewart Bros. & Co. in settlement of that amount due them for advances of money and supplies to said John W. Brougton agent, and to secure which the said John
48 W. Broughton, agent, executed a deed in trust on said 26th day of May, 1881, to said Claude J. Pintard as trustee, upon a certain stock of dry goods, groceries, produce, &c., in the brick store-house, on the corner of Commerce street and Port Gibson road, in the town of Rodney, in the county of Jefferson and State of Mississippi.

The said John W. Broughton, agent, being unable to pay off said indebtedness, and the said Stewart Bros. & Co. being willing to take said stock of dry goods, groceries, produce, &c., in full settlement and payment of said promissory note, have bargained, sold, assigned, transferred, and delivered to said Stewart Bros. & Co. all the stock of dry goods, groceries, produce, notions, clothing, hats, boots, and shoes, comprising the entire stock of general merchandise now in the brick store-house occupied by said John W. Broughton, agent, on the corner of Commerce street and the Port Gibson road, in the town of Rodney, in said county of Jefferson; also the books of ac-

counts, notes, and evidences of indebtedness of every kind
49 now due and to become due to said John W. Broughton, agent; also the iron safe, platform, and counter scales, desk, chairs, and other office furniture now in said store-house, being the same property mentioned and described in said deed of trust, the said Stewart Bros. & Co. hereby receiving said stock of goods, notes, books of account in full settlement and acquittal of promissory notes, and all indebtedness due by said John W. Broughton, agent, to them.

Witness our hands, this 13th day of June, A. D. 1881.

JOHN W. BROUGHTON.
CLAUDE J. PINTARD.

THE STATE OF MISSISSIPPI, *Jefferson County:*

Personally appeared before me, the undersigned, mayor of the town of Rodney and *ex-officio* justice of the peace in and for said county, John W. Broughton, agent, and Claude J. Pintard, who severally acknowledged that they signed and delivered the foregoing instrument of writing as their act and deed, for the purpose therein mentioned, on the day and year therein written.

50 Given under my hand, this 13th day of June, A. D. 1881.

J. A. LIMERICK,
Mayor & ex-officio J. P.

A true copy of the original furnished me by Claude Pintard, Esq., July 6th, 1881.

L. BRAME.

Upon the filing of which said bills and exhibits the clerk of our said court issued his certain summons against said resident defendants, which said summons, with the sheriff's return thereon, is in the words and figures followlng, to wit:

State of Mississippi to the sheriff of Jefferson county, Greeting:

You are hereby commanded to summon John W. Broughton, Emily Noland, widow of G. G. Noland; Emma Broughton, wife of said John W. Broughton; Julia Noland, Claude J. Pintard, Andrew Stewart, Andrew D. Gayerre and P. H. Haley, and W. A. Stewart, if to be found in your county, personally to be and appear before a chancery court to be held for the county of Jefferson, at the
51 court-house in the town of Fayette, on the second Monday of September next, being the 12th day of said month, then and there to plead, answer, or demur to the bill of complaint of James H. Dunham, William T. Buckley, and Charles H. Webb, of N. Y., composing the firm of Dunham, Buckley & Co.; Edwin Bates, Chas. K. Bates, of N. Y., and Thos. R. McGahan, of Charleston, South Carolina, composing the firm of Edwin Bates & Co., filed against said defendants (to vacate a sale & conveyance and to enforce a lien on certain property therein described) in said court.

Herein fail not, and have you then and there this summons.

Witness the seal of said court, this fourteenth day of July, A. D. 1881.

[SEAL.] O. H. McGUITY, *Clerk*,
By H. KEY, *D. C.*

Sheriff's Return.

Rec'd July 14th, 1881.

J. B. McCORMICK, *Sh'ff.*

I do hereby nominate and appoint Howard Ellis special deputy sheriff to execute and return this writ, this July 14th, 1881.

J. B. McCORMICK, *Sheriff.*

Executed personally and by two copies upon Jno. W. Broughton, Emily Noland, widow of G. G. Noland; Emma Broughton,
52 wife of Jno. W. Broughton; Julia Noland, and W. A. Stewart, as within commanded, July 14th & 15th, 1881.

J. B. McCORMICK, *Sh'ff*,
By HOWARD ELLIS,
Special D'p'ty Sh'ff.

Executed personally and by true copy. Claude J. Pintard. This done July 23d, '81.

J. B. McCORMICK, *Sheriff*,
By C. H. FOREMAN, *D'pt'y Sh'ff.*

The within-named defendants, Andrew Stewart, Andrew D. Gayerre, and P. H. Haley, not found in this county after diligent search, this July 25th, '81.

J. B. McCORMICK, *Sheriff.*

Afterwards, to wit, on the 15th day of July, 1881, the clerk of our said court issued his summons against the non-resident defendants, by publication in the Fayette Chronicle, a newspaper printed and published in the town of Fayette, county and State aforesaid, which said summons, by publication, is in the words and figures following, to wit:

Citation.

The State of Mississippi to Andrew Stewart, Andrew D. Gay-
53 erre, and P. H. Haley, composing the firm of Stewart Bros. & Co., and W. A. Stewart:

You are commanded to appear before the chancery court of the county of Jefferson, in said State, on the second Monday of September, being the 12th day of the month, 1881, to defend the suit in said court of James H. Dunham and others, wherein you are defendants, the same being a bill filed to vacate a sale and conveyance and to enforce a lien on certain property therein described.

O. H. McGINTY,
Chancery Clerk,
By H. KAY, *D. C.*

FAYETTE, *July 15th*, 1881.

NOTE BY CLERK.—A copy of said summons mailed to said non-resident defendants, except W. A. Stewart, who was found in this county.

Afterwards, to wit, on the 26th day of July, 1881, the solicitor- for complainant-, S. Brame, Nugent & McWillie, and Tom L. Mellen, filed with our said clerk their certain agreement, which said agreement is in the words and figures following, to wit:

STATE OF MISSISSIPPI, *Jefferson County:*

Chancery Court, September Term, 1881.

54 JAMES H. DUNHAM *et al. vs.* J. W. BROUGHTON *et al.*

Waiving notice, leave of court, and all formalities, the complainants in the original bills filed in this case hereby agree that Katz and Barnett may become parties complainants by amendment or supplemental bill, for the purpose of enforcing their claim against J. W. Broughton, agent.

The present complainants will, however, insist on a priority of lien.

July 21, 1881.

L. BRAME,
NUGENT & McWILLIE,
TOM L. MELLEN,
Solicitors for Complainants.

Afterwards, to wit, on the 5th day of August, 1881, the publisher of the Fayette Chronicle filed with the clerk of our said court his proof of publication to non-resident defendants in the above cause, which said proof is in the words and figures following, to wit:

THE STATE OF MISSISSIPPI, *Jefferson County:*

55 Before me, O. H. McGuity, clerk of the chancery court in and for said county, this day personally came F. H. Cully, publisher of Fayette Chronicle, a newspaper published in the town of Fayette, in said county, who, being duly sworn, says that the notice, a copy of which is hereto attached, was published in said newspaper for 4 successive weeks, to wit:

In volume XV, number 39, dated July 15th, 1881.
" " 40, " " 22, "
" " 41, " " 29, "
" " 42, " Aug. 5, "

F. H. CULLY.

And I, the said O. H. McGinty, do certify that the above affidavit was this day subscribed and sworn to before me; that the several numbers of said newspapers have been produced before me; that I have compared the publication above referred to with the copy hereto annexed, and that the same is correct and truly made.

Given under my hand and the seal of said court, this the 5th day of August, 1881.

O. H. McGINTY, *Clerk.*

Citation.

The State of Mississippi to Andrew Stewart, Andrew D. Guy-
56 erre, and P. H. Haley, composing the firm of Stewart Bros. & Co., and W. A. Stewart:

You are commanded to appear before the chancery court of the county of Jefferson, in said State, on the 2nd Monday of September, being the 12th day of the month, 1881, to defend the suit in said court of James H. Dunham and others, wherein you are defendants, the same being a bill filed to vacate a sale and conveyance and to enforce a lien on certain property herein described.

O. H. McGINTY,
Chancery Clerk,
By H. KEY, *D. C.*

Fayette, July 15, 1881.

57 Afterwards, to wit, on the 10th day of September, 1881, the defendant, Jno. W. Broughton, filed with our said clerk his separate answer to said bill of complaint, together with Exhibit No. 1 to answer to interrogatory 7, which said answer and exhibit is in the words and figures following, to wit:

THE STATE OF MISSISSIPPI, *Jefferson County:*

In Chancery Court. September Term, 1881.

JAMES H. DUNHAM *et als. vs.* JOHN W. BROUGHTON *et als.*

The separate answer of John W. Broughton to the bill of complaint of James H. Dunham *et als.* filed against him and others.

For answer to so much and such parts of said bill as he is advised it is material for him to answer—

Answering, says: He admits that complainants are wholesale merchants, doing business in the city of New York, and have
58 been for a number of years; he admits that in the year 1874 he commenced business at Rodney, in said county of Jefferson, and carried on and conducted in the name of Jno. W. Broughton, agent, a general store, buying and selling at retail dry goods, groceries, clothing, boots & shoes, hats, and other articles—such as are sold in a general store in a small town—and that such business was continued by him under the name and style of Jno. W. Broughton, agent, until the 13th day of June, 1881.

Respondent admits that in September, 1879, he, under the name and style of John W. Broughton, agent, commenced dealing with complainants, Dunham, Buckley & Co., and purchased a large bill of goods, and that various transactions occurred between said parties until about the 23rd of April, 1881, and that he then purchased two bills of goods, one amounting to $324.06, due and payable at the end of sixty days, and one for $405.48, due and payable at the end of four months from that date.

Respondent [admits] that on the 9th day of April, 1881, for value

59 received, in the course of the aforesaid dealings, he, under the name of John W. Broughton, agent, executed to the said complainants, Dunham, Buckley & Co., three several promissory notes, each payable to the order of Dunham, Buckley Co., at their office, 340 Broadway, New York; one for $3,027.92, due three months after date; one for $3,027.92, due four months after date, and for $3,027.93, due five months after date, the total of said indebtedness amounting to $9,489.25, and that the same is still wholly unpaid, and for which no satisfaction or security has been given.

Respondent admits that in the course of his dealings he also bought large lots of goods and merchandise from complainants, Edwin Bates & Co., and on the 15th day of September, 1880, he executed in the name of John W. Broughton, agent, his certain promissory note, payabe to the order of the said firm at the office of Stewart Bros. & Co., New Orleans, four months after date, for the sum of $2,353.53, with exchange on New York, being for goods sold him as aforesaid.

Respondent admits that at divers times from the 5th day of October, 1880, to the 15th day of February, 1881, he purchased of said

60 firm certain other goods to the value of $1,600.23, making in all, including the amount of said note and protest fees thereon, the sum of $3,957.91, which is due and wholly unpaid to said complainants Edwin Bates & Co., and for which no security or satisfaction has been given.

Respondent admits that he is now, and has been, ever since he commenced business, without means of his own. That he commenced business in September, 1874, with four hundred dollars advanced to him by his co-defendants, Stewart Bros. & Co., through the influence of Hugh W. Brown, who was the bookkeeper of said Stewart Bros. & Co., and the sum of $2,720.13 in cash, loaned him by his sister-in-law, Julia Noland, for which he gave her his note, and that he has had no other means except what has been advanced to him from time to time by his co-defendants, Stewart Bros. & Co.

Respondent denies that the debts due complainants were not contracted upon the faith of his individual credit, but, on the contrary, he avers and charges that they were contracted upon his individual credit, as he at no time informed complainants who he

61 was agent for, nor did he ever inform them, or either of them, that he was agent for any one; he never was asked by either of them for the name of his principal, or if he had a principal; admits that the co-defendant, Emily Noland, is the mother of his wife, and that she has some means; but he emphatically denies that he ever represented to complainants, or either of them, that he was the agent for said Emily Noland, or that he was carrying on the business for her. Respondent again denies that the said Emily Noland was, and is, his principal, but again avers that he had no principal, and that said business was carried on in the name of John W. Broughton, agent, solely for his own use and benefit. Respondent admits that he was carrying on the business in the store-house owned by said Emily Noland, and that she lives near the town of Rodney, but denies that she knew he was conducting the business for her and as her agent, for he avers such was the fact. The said

Emily Noland was the owner of said store-house several years before respondent commenced business in it, and when he began business, in September, 1874, he rented said store-house from her
62 for the first six months at $50.00 per month, and after that time he paid her $65.00 per month and continued to pay that rent until he sold out to said Stewart Bros. & Co. Respondent admits that on the 26th day of May, 1881, under the name and style of John W. Broughton, agent, executed the deed in trust to his co-defendant, Claude J. Pintard, as trustee, for the benefit of the said Stewart Bros. & Co., as mentioned and described in the bill of complaint, but he emphatically denies that it was to secure a pretended debt to said Stewart Bros. and Co. On the contrary, he avers and charges the truth to be that the two promissory notes mentioned and described in said deed in trust—one for $20,000.00 and the other for $14,077.50—were given in settlement of a balance due said Stewart Bros. & Co. of the sum of $34,077.50 by respondent, as is shown by a copy of the account filed with Stewart Bros. & Co.'s answer, marked Exhibit "1," and now respondent will show how and why said deed in trust was executed. In May, 1881, the account of respondent with said firm of Stewart Bros. & Co. having reached the large sum of $34,077.50,
63 Andrew Stewart, one of the firm of Stewart Bros. & Co., visited said town of Rodney to see what he could do towards collecting the amount due his said firm, or what security he could get from respondent; and after consultation with respondent, finding that he could get no money, it was agreed that respondent should execute his two promissory notes—one for $20,000.00, payable six months after date, and one for $14,077.50, payable eight months after date, both bearing interest at the rate of 8 per cent. per annum—and give a deed in trust to secure the same upon his entire stock of goods, &c., being the same property mentioned and described in said deed in trust; and thereupon said notes and said deed in trust were duly executed and delivered to said Andrew Stewart, and *was* on the 27th day of May filed for record in the office of the chancery clerk of said county of Jefferson.

Respondent admits that he did remain in possession of said property, so far as being in the store and continuing to sell said goods for the purpose of paying said indebtedness, but that said
64 trustee, Claude J. Pintard, was also in said store and assisted in carrying on said business and selling said goods and collecting the debts due said store which had been conveyed to him as trustee in said deed in trust. Respondent admits that no inventory was taken at the time of executing said trust deed, and that no schedule was attached, but this was not considered necessary, as an inventory had but a short time before been taken, and it was known about what amount of stock was on hand at that time. A schedule of the debts due this respondent was then and there made.

Respondent, further answering, says, that after the execution of the deed in trust and notes, being satisfied that he could never pay said Stewart Bros. & Co., and being pressed by other creditors to whom he was largely indebted, and being desirous to pay said Stewart Bros & Co. in preference to other creditors, for the reason that it was

through the influence of his cousin, the said Hugh W. Brown, that he was enabled to get large advances from the said Stewart Bros. & Co., and being advised that possibly the said deed in trust might
65 not be good as against the other creditors, although the same was made in good faith, and for the full consideration mentioned therein, to wit, on the 13th day of June, 1881, executed an absolute deed or bill of sale, conveying to said Stewart Bros. & Co. all the property embraced in said trust deed, in full satisfaction and payment of said two promissory notes, and then and there delivered to said Hugh W. Brown (who had come up from New Orleans to consummate the trade) as the agent of the said Stewart Bros. & Co., he having full power and authority from the said Stewart Bros. & Co. to act for them, the entire store, with all and every article mentioned in said deed in trust, and all the books of accounts, notes and evidences of indebtedness due to respondent. The said Brown receiving full possession and control of the same and delivering up to respondent his two promissory notes, mentioned and described in said deed in trust, marking said notes satisfied, and paid in full, said transfer and delivery of said stock of goods, notes, and accounts being received
66 by said Stewart Bros. & Co. in full satisfaction and liquidation of the indebtedness of respondent to them. And at the time of the sale and delivery of said stock of goods, &c., two bills of sale were executed and acknowledged, one signed by respondent and Claude J. Pintard, trustee, and the other signed by respondent alone.

Respondent admits that at the time of the transfer and delivery of the said stock of goods no inventory was taken, but he avers that immediately thereafter an inventory of said stock was taken as soon as it could be done; also a schedule of debts due respondent. Respondent denies that the execution of the trust deed and the sale by respondent to said Stewart Bros. & Co., and the delivery of the property thereunder were all parts of a scheme on the part of respondent to cheat, wrong, or defraud complainants and other creditors, but on the contrary he avers and charges the truth to be that said trust deed and said sale were *bona fide*, and for a full and adequate consideration, to wit, the sum of $30,077.50, which respondent justly and truly owed to said Stewart Bros. & Co., inasmuch as he
67 chose to prefer them to his other creditors, which he was advised he had a right to do.

Respondent denies that the debt of said Stewart Bros. & Co. is simulated and fictitious, or any part thereof, or that the amount due them has been exaggerated. Respondent denies that he ever at any time represented to complainants, or either of them, that the said Emily Noland was his principal, or that he has ever stated to complainants, or any one else, that his wife, Emma Broughton, was his principal, or that he was transacting business in her name; and he now denies that such was the fact.

Respondent did say (after the sale and transfer of said stock of goods) to L. Brame, one of the solicitors for complainants, that he was acting as agent for Julia Noland, but he avers that he never told any one else so, nor did he make any such statements whilst he was engaged in business. And he will now explain how he

come to make such a statement. When he commenced busi-
68 ness in September, 1874, he borrowed the sum of 2,720, for which he gave his note, which amount he has since paid; that having been previously engaged in business with other parties, and being considerably indebted on account of said copartnership, he attached the word agent to his name, without acting for any one except himself, and thenceforward carried on the business under the firm name of John W. Broughton, agent; that when asked by Judge Brame who he had been acting agent for, he thought, as he had been carrying on the business as agent, he would have to name some principal, and as he had commenced business on the money borrowed from the said Julia Noland, he said he was agent for her; but he denies that there ever was any understanding or agreement with her that she was to have any of the profits of said business (if any were made), or that he could use her name as principal of said firm. Respondent admits that his wife, Emma Broughton, resided with him during the whole time he was carrying on said business, and that his co-defendants, Julia and Emily Noland, lived near; but he denies that either of them
69 were cognizant of the acts and doings of respondent in transacting and managing said business; further than that he was doing business under the name of John W. Broughton, agent, as every one else well knew, but who he was acting agent for he never told them, nor did they inquire; he denies that they or either of them knew of the sale to said Stewart Bros. & Co. until after said sale was made. Respondent admits that in February, 1881, he was indebted to complainants, Dunham, Buckley & Co., to the amount of about $9,000.00, and to complainants, *Edward* Bates & Co., in the sum of $2,353.53; but respondent denies most emphatically that he informed both firms, or either of said firms, or any member of either said firms, or any one else, at that time or at any other time, that he did not then owe said Stewart Bros. & Co. $5,000.00; and he denies that upon the faith of such assurance (for no such assurance was given) complainants extended the time of payment of their indebtedness, or that they sold respondent large bills of goods afterwards upon any such assurance. Respondent says he is sur-
70 prised at the reckless assertions of said complainants, and can only account for it as being the vision of a disordered brain, for he is certain that no sane person, who has any regard for his oath, would have made any such statement. Respondent again denies that the sale to said Stewart Bros. & Co. was made with intent to cheat, hinder, delay, and defraud his other creditors, but, on the contrary, he avers and charges that said sale was *bona fide*, made for a full and adequate consideration, to wit, the sum of $34,077.50 justly due and owing by him to said Stewart Bros. & Co., and was made because he chose to prefer them to his other creditors, which he was advised he had a right to do.

In answer to interrogatory 1 respondent says: He was indebted to Stewart Bros. & Co. on the 13th day of June, 1881, in the sum of $34,077.50, as evidenced by the two promissory notes mentioned and

described herein, which said notes were given in settlement of his account for that amount due on the 26th day of May, 1881. The
71 debt was contracted in the course of business with said firm, beginning in September, 1874, as will be shown by the account filed with Stewart Bros. & Co.'s answer. The account shows all transactions with said firm and to whom it was paid. I cannot give items or specify dates without copying the account, but the account shows everything, which account is strictly correct.

In answer to interrogatory 2 respondent says: He was indebted to Stewart Bros. & Co. on the 23d day of February, 1881, in the sum of $31.884.73. My indebtedness was increased to them after that time by the payment of certain drafts drawn on them, which drafts are filed with their answer, and the amounts charged in their account, which gives the dates and amounts. No money was advanced, except the payment of these drafts. No debts were assumed or paid for me, except what is set forth in said account, and said debts were contracted for the purchase of goods in the course of business.

In answer to interrogatory 3 respondent says: I have assumed no indebtedness for other persons to Stewart Bros. & Co.
72 within the last two years.

In answer to interrogatory 4 respondent says: I was not acting agent for any one in transacting the business referred to in complainants' bill, as before stated in this answer. When I commenced business in September, 1874, I borrowed from my sister-in-law, the said Julia Noland, $2,720.13 in cash, for which I gave her my note, signed John W. Broughton, agent. Having become embarrassed on account of a previous mercantile business with others, I commenced the new business under the firm name of John W. Broughton, agent; but there was no one interested with me in the business. I did not have any agreement with any one, either verbal or written, as to sharing profits or losses. I have stated everything fully and particularly.

73 In answer to interrogatory 5 respondent says: In the beginning of my business I kept an account with the firm of Stewart Bros. & Co. on my books, but I ceased to do so for several years past. The account of Stewart Bros. & Co. filed with their answer is correct, and will show the account as correctly as if I had kept an account and filed a copy herewith.

In answer to interrogatory 6 respondent says: I kept correct books as far as they went. For the last few years I have kept no accounts, except against those who were indebted to me. My books as far as they go are correct and speak the truth.

In answer to interrogatory 7 respondent says: I did not keep a letter-file or copies of letters written by me. My correspondence in reference to the business was with my cousin, Hugh W. Brown. I have a few letters received from him which, I herewith file, marked Exhibit 1 to his answer. I have complied as fully to this question as I possibly can.

In answer to interrogatory 8 respondent says: I did turn
74 over to Stewart Bros. & Co. all the property and assetts of the business of J. W. Broughton, agent. I do not think they

will realize more than $20,000.00 out of said assetts: the cash value of the property and assetts is not over $20,000.00, and possibly not so much. There is a great deal of stock that will not bring more than one-half its cost price.

In answer to interrogatory 9 respondent says: The only debt I paid within the last six months, except the payment for goods as I purchased them, was a debt to Wickham & Pendleton, of St. Louis, Mo. I paid them about $450.00 in cash, and gave them my note for $1,000.00, with my mother-in-law as security, payable on the 25th day of October next.

Respondent again says: That the account against him of Stewart Bros. & Co., amounting to $34,077.50, for which he transferred the stock of goods, notes, and accounts in full payment, is just and correct, and was honestly due by him to Stewart Bros. & Co., and that the sale, transfer, and delivery of the same on the 13th day of June, 1881, was "*bona fide*," and that said Stewart Bros. & Co. were
75 placed in full possession and control and have ever since and still are in full possession and ownership, this respondent since that day only acting in said store as clerk for said Stewart Bros. & Co., upon a stipulated salary of $75.00 per month. And now having fully answered, he prays to be hence dismissed with his reasonable costs.

CLAUDE PINTARD,
Solicitor for Defendant, John W. Broughton.

STATE OF MISSISSIPPI, *Jefferson County:*

Personally appeared before the undersigned, mayor of the town of Rodney, & *ex-officio* justice of the peace in and for said county, John W. Broughton, who, being duly sworn, deposes and says that the foregoing answer is true.

JOHN W. BROUGHTON.

Sworn to and subscribed before me, this 1st day of September, A. D. 1881.

J. A. LIMERICK,
Mayor & ex-officio J. P.

76 EXHIBIT No. 1.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. and Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, 1*st July*, 1879.

DEAR JOHN: I cannot find that I have ever ch'ged you with any subs. to the Democrat for ac. Cox. I will keep the bill until I hear from you again. Enclosed find B. L.'s rec'd from Beyworth. I paid one of his drafts to-day, $160.35 & ex. 40. Ties have gone up, as

any opposition to the Arrow Co. is not encouraged by consumers as it should be, consequently they have it all their own way. If you can get them @ $2.10 you had better buy them at once. Andrew and family and Betsey expect to leave this day week for Lake Minnetonka via St. Louis & St. Paul. Cotton quiet at quotations.

Yours, &c. HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, 3*d July*, 1879.

77 DEAR JOHN: I will wait until you come down before I will do anything with that note. I want you to bring a little statement with you as to about how much stock you have & who is owing you. I paid Beywroth's draft for $166.81 yesterday, & to-day W. & P.'s for $455.70. Hurry up your remittances, for our cash is getting very low. You can go almost any route from Louisville. Sorry you have been ailing. I do not know where any good cigarettes are to be had in town. I am going to Biloxi to celebrate the 4th, about the only holiday I will get until Mr. Stewart returns. All well.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *5th July*, 1879.

DEAR JOHN: Yours of the 2nd & 3rd inst. are at hand. I cr. you with $100 & $48.29, d'fts on us, though are not Herring & Hubbard drawing too much? Will present Vaughan's draft Monday
78 and keep Foreman's note, with the other, until you come down.

I had a jolly sail yesterday from the Pass to Biloxi and back—got a good dip of the sun and feel a little sore for my extra exertions. I am going to spend to-morrow on a plant'n below the city, getting all the fresh air I can in small doses this year. Have not been home yet, but all are well.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front Street, Memphis, Tenn.

NEW ORLEANS, *July, 8th*, 1879.

DEAR JOHN: Yours of the 5th inst. at hand with R. V. Hubbard's d'ft for $50.00, which is at your cr., together with $700 d'ft on Graham, B. & Co. Andrew gets off this evening. The Knickerbocker leaves on the 30th inst. If you think of going that way let me know, so I can secure good rooms. It is certainly the cheapest way you can go. No news to write of. All well.

Yours, &c., HUGH.

Cotton ⅛ lower to-day.

79 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, 10*th July*, 1879.

DEAR JOHN: Your- of the 7th inst. is at hand. The draft drawn by Mr. Herring for Mrs. Griffing's acc't, in favor of L. J. Slay, was for $150.00 (one hundred and fifty dollars). I have engaged your passage by the Knickerbocker for the 30th inst., so let me know at once should you change your mind and take some other route, so I can release them. I regret to have to report that fever is reported in Memphis, and people are leaving there in as big a hurry as they did last year. I trust it will not am't to much, but had you not better lay in a supply of bag'g and ties in case it should spread? Betsey and Andrew and family should be in St. Louis by this time. They will find it pretty warm. Futures are nearly 25 points higher than they were this morning—some persons say on ac. of this fever report.

With love to all, I am yours, &c., HUGH.

80 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, 12*th July*, 1879.

DEAR JOHN: Enclosed find invoice of bagg'g, &c., ordered in your two telegrams, which I trust will be satisfactory. I did not know if you wanted 2 or 2¼ bagg'g, so the first order I filled of the 2¼, think-

ing it was the cheapest in the end, the other 2,000 yds. I send of the 2. Now you should make this do you until so late in the season that all danger of quarantine trouble will be done away with by only selling enough to any one party to bale up what they may pick before Nov. You will most probably have to carry this addit'l sum until cotton comes in, so deal the stuff out be driblets. The fever scare is about over in Memphis, there being no new cases in the past 50 hours. At the same time the course pursued by the different towns & cities in this case shows what they will do should any fever be reported here. It is hardly probable that we will escape having a few cases some time during the season, tho' 81 that we will have anything like an epidemic is not thought of. People are so crazy now, however, that should a case occur here we will likely be shut out from all communications from the surrounding country. You will understand this, but others may not, so you had better not mention it. Cotton closes quiet. No news from our travellers yet.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, 15*th July*, 1879.

DEAR JOHN: Yours of the 11th inst. is at hand with enclosed df'ts, $525.03 & $222.09, at your cr. I do not send you the ties just now, but at the first appearance of fever will ship them, or more, if ordered. I really think it would be more prudent for you to give up your trip to New York, and take a rest in the country for a few weeks, for the reason that I do not see how it is possible for us to escape a few cases of fever. We have them every year, and people are so crazy that for one case they will 82 quarantine and shut themselves up from the outside world. You are the best judge, however, and if you could arrange to get back into Rodney from Hazelhurst or some other town on the road, you might visit it. It seems to me that you have a big stock of bagg'g, if you do not get paid for it for it until fall the int. will eat up all your profits. Deal it out judiciously, and do not give any one person more than enough to do them until about the 1st or 15th Oct. No further news from Andrew. They should reach St. Paul Thursday.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, 19 *July*, 1879.

DEAR JOHN: I did not write by "Pargoud," and have yours of the 15th, 16th, & 17th to reply to. I credit you $66.41, proceeds d'ft on Alcorn University, $90.00 draft on Memphis, and Arnette's draft on us. Your dr. bal'ce to-day is $19,745.83, and a draft of
83 W. & P.'s for $399.15, advised but not yet paid. Do try and reduce it at least $15,000. The shipping clerk of R. & Carey's made a mistake about your case Lowells; it was sent by "Pargoud" Thursday. The $250 c'y was rec'd and placed to J. B. Herring's credit, according to advices from him. Betsey's address is Harrow House, Lake Minnetonka, Minneapolis, Minn. Mamma had letters from them from Keokuk, on board the "Mitchell;" they should have reached St. Paul Thursday. Wm. Holmes says he may need some advances. I will write him that we will furnish him a reasonable amount and expect shipment of 1 B | C for each $10 advanced, &c., &c. Let me know how much it would be safe to advance him. Cotton market very sick.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants.
No. 46 Union Street.

Stewart, Gywnne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, 22*d July*, 1879.

DEAR JOHN: I send you ties and twine ordered. As to the
84 fever making its appearance here the board of health is pledged to announce the first case, and they will do it, so that every one will know at once. I do not mind your telling any facts I may give you from time to time, but as for my opinion as to what will occur that is not worth much, and it is as well for you to keep that part quiet. You must make up your mind on receipt of this if you are going on the "Knickerbocker," and if you decide not to go that way let me know by wire so I can release the room; this is due the agent, and will give him a chance to get other occupants. Unless you can get assurance from your authorities that they will allow you to return to Rodney, if you can do so by avoiding any towns, that may then be infected, I would strongly urge you to remain at home. I do not think you should take such a risk of being kept away from your place of business at a critical time for so many weeks, and think you would derive more benefit from a rest in the country than you would were you away North, and worrying yourself because of your inability to return. There maybe no cause

for this precaution as our city keeps remarkably healthy, but it
85 is better to err on the safe side and remain quiet for the present, as you say you can go later on—say towards the last of Aug. Andrew and the folks arrived at the Lake on the 17th all well. Cotton quiet at yesterday's decline.

Yours, &c., HUGH.

DEAR JOHN: There is nothing special to reply to in yours of the 21st inst. I will await your letter pr. "Whisper" before giving up your room. Rufus & Lizzie are down on a flying trip, and I am trying to persuade mam-a to go back with them. Andrew is now settled and seems to be satisfied with the place. It is a new hotel not entirely completed; therefore, a little confusion at present. All well. Direct to him or Betsey, Harrow House, Wayzata, Hennepin Co., Minn.

Yours, &c., HUGH.

N. O., 24 July, '79.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, 26*th July*, 1879.

86 DEAR JOHN: I send you 25 bales ties by "Whisper," as the stock was running short and there seemed a probability of prices being advanced. The Arrow Tie Co. get their bands from Pittsburg, and the river is so low they can not get any more out at present. There may be no rise in price, but should there be, I will notify you. I return you R. H. Forman's note as requested, also bill of the Democrat receipted. How does it happen that you draw in favor of Wickham and P., and they also draw on us? They advise another draft for $180.95 to-day. Rufus & Lizzie came down on the "Pargoud" and return to-night; he promises me some cotton next season. I am rather glad you have concluded to postpone your trip North until further developments of the fever; so far we are free entirely, and I am very certain that the cases reported near Miss. City were not yellow fever; as all the family had it last year and Stout family here, where the girl lived (until she was taken sick and went over the lake), though they had all been sick, their illness showed none of the Y. F. symptoms. Cotton looks week again
87 to-day; when will you ship your first bale, and how are crops now? All well at last accounts at the Harrow House.

Yours, &c., HUGH.

Cotton quiet, ⅛ off.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *29th July*, 1879.

DEAR JOHN: I send you 25 bales ties p'r "Dean," & I sent the same amount p'r "Whisper. I have a notice of a note of yours due on the 5th Aug. for $1,076.38 & ex. Why do you make a note payable at this season? I thought I told you about it last year; you should always make them late enough to be met by cotton shipments. I trust you will remit funds to meet this as your ac. is already so large. It is well you gave up your [trip] North, as there was one death from fever yesterday morning and two cases reported to-day, making three in all up to this p. m. This is not alarming, but will interfere with business. I want you to do your utmost to bring down your acc't materially before Mr. Stewart returns,
88 which will be about the 15th of September; you run too great a risk in carrying such a large amount, & though I know you are comparatively helpless now to do much in that way, and do hate to have to write so often about it, still you must study to find a way to get along on about half of what you now owe during the summer months hereafter; you will find that you will make more money by it in the end. No cotton sold to-day. Love to all.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *2d Aug.*, 1879.

DEAR JOHN: Nothing from you by "Whisper," and no news to write, except to advise the enclosed sale of 4 B | C. Market easy, and off ⅛ to-day again. All well. Hope Emma is better. Emily (Ferriday) Amasy died suddenly yesterday in Ills.

Yours, &c., HUGH.

89 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *3rd Aug.* 1879.

DEAR JOHN: I am sorry Emma has had such a hard time of it, and hope she will soon pick up. I cr. you with $100.38 draft on Graham, Black & Co., and ch'ge you with $1,079.07. Your note

favor E. Bates & Co. pd. to-day for $1,076.38 & ex. ¼ per cent, $2.69. How are crops with you? Cotton does not seem to have many friends now, as it is steadily on the decline—⅛ down yesterday and another ⅛ to-day. This is best for the country however. If lower prices are to prevail, it is better to start the new crop at the bottom and gradually adv'ce. I have no special news to write of. All well in Minn'a at last advices. Has your town quarantined yet? No new cases to-day. Love to all.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front St., Memphis, Tenn.

90 NEW ORLEANS, 26*th Aug.*, 1879.

DEAR JOHN: I will look for you by Monday's packet, though there is some fever here again in the same neighborhood, & you may be afraid to come this way. It is in the vicinity of Third and Magazine St-, however, and you need not go near that. I would rather you came this way, as I want to have a talk with you. Have no news to write. Glad to hear Emma is improving so rapidly. Cotton closes firm at yesterday's figures. All well.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., No. 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, 28*th Aug.*, 1879.

DEAR JOHN: I was very glad to learn of Emma's continued improvement. Enclosed find inv. of ale for her. Would it not be better for you to go to N. Y. via Hazlehurst? You would by that means escape any chance of delay. The few cases of
91 fever are nothing to be afraid of, as they are all in about the same locality, Third and Magazine, and you need not go near there should you come this way. I am anxious, however, that you should go through with your trip, so as to be on hand again to push up your delinquents. Money is beginning to get tight, and I want you to urge your shippers to help take the load off your shoulders. They will make by it, as there will be a strong demand made for the early receipts, and as you will notice, Sept. futures are still higher than Oct., now over 1. How much cotton do you expect to be able to ship in Sep'r, and is picking general with you? The present fine weather should help considerably, and I trust after next week you will have cotton by each boat. Stir them up. The gin-boxes did not come down. It will be all right when they do.

Why do you not use the card Ogden sent you when ordering any part of the carver? Cotton closes firm @ $\frac{1}{8}$ advance. All well.

Yours, &c., HUGH.

92 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis. P. H. Haley, Memphis.

Office of Stewart Brothers and Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *4th Sept.*, 1879.

JNO. W. BROUGHTON, Esq., Ag't, *Rodney, Miss.*

DEAR SIR: We credit you with ($300.00) three hundred dollars, dr'ft on Graham, Black & Co. We sold you 1 B | C, m'rk'd 1813 | L. M., yesterday @ $11\frac{1}{2}$, and to-day your 2 B | 1813 | W. h'd $11\frac{5}{8}$, they 'classed about St. midd. at good midd.; we cannot tell whether these prices will be maintained or whether they may not go higher yet. The weather for the rest of the month, together with the receipts, will affect prices and decide which way they will go. The present clear weather will, we trust, go far towards repairing any damage done by the storm, which, we trust, was not as severe with you as it was here. Present prices are high on account of the scarcity of the staple and competition between buyers, and if receipts come in freely they will probably drop. So buy closely what is offered. Low
93 mid. & mid. are more in demand than the other grades. We send some oatmeal by "Pargoud." This will last for some time. 20 lbs. would last you a year almost. Cotton closes strong. Low mid., $10\frac{3}{4}$; mid., $11\frac{1}{4}$; good mid, $11\frac{5}{8}$; mid. fair, $11\frac{7}{8}$.

Yours truly, STEWART BROS. & CO.
BROWN.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 6 *Sept.*, 1879.

JNO. W. BROUGHTON, Esq., *Rodney, Miss.*

DEAR SIR: We sold your 1 B | C 1813 | M. G. yesterday at $11\frac{3}{4}$. Make all allowance you can in weighing, as new cotton loses considerably more — that what comes in later in the season. Cotton closes strong; low mid., 11; good mid., $11\frac{3}{4}$; mid., $11\frac{3}{8}$; midd. fair, 12.

Yours truly, STEWART BROS. & CO.
BROWN.

94 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street,

NEW ORLEANS, 9 *Sept.*, 1879.

JNO. W. BROUGHTON, Esq., *Rodney, Miss.*

DEAR SIR: We sold for your acc't to-day, 6 B | C, 1813 | W. A. S., 1 @ 1158 Gratt, 1 @ $1\frac{3}{4}$, & B^2., J. L. H.[1], 4 @ 12, which we trust will be satisfactory. Regret to learn that the storm created so much damage; but the fine dry weather succeeding it should have enabled planters to save considerable of what cotton was blown out. We send the nuts, but may not get the invoice in this. Prices advanced an $\frac{1}{8}$ to-day, except for low. midd. We quote low mid., $11\frac{1}{4}$; mid., $11\frac{5}{8}$; good mid., $11\frac{7}{8}$; midd., fair, $12\frac{1}{8}$.

Yours truly,

STEWART BROS. & CO.
BROWN.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
95 No. 46 Union Street.

NEW ORLEANS, 13*th Sept.*, 1879.

JNO. W. BROUGHTON, Esq., Ag't, *Rodney, Miss.*

DEAR SIR: We send you by this packet $400.00 in silver, per your telegram of this date. We sold your 4 B | C, [W. D.][3] & W. D.[1], @ $11\frac{3}{8}$ yesterday. Our market is lower again to-day. Low mid., $10\frac{7}{8}$; mid., $11\frac{1}{4}$; good mid., $11\frac{1}{2}$; mid'l. fair, $11\frac{3}{4}$; closes dull.

Yours truly,

STEWART BROS. & CO.
BROWN.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 16*th Sept.*, 1879.

J. W. BROUGHTON, Esq., Ag't., *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 13th inst. enclosing draft on Graham, Black & Co. for $50.00, which has been collected and placed to your credit. Our market is $\frac{1}{8}$ lower
96 to-day. We quote low mid., $10\frac{5}{8}$; mid. 10; good $11\frac{1}{4}$; and mid. fair, $11\frac{5}{8}$.

Yours truly,

STEWART BROS. & CO.
BROWN.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 23d *Sept.*, 1879.

DEAR JOHN: I send you by this package $500.00 currency, 25 bdls. Arrow ties; also your trunk in charge of the porter. The boy did put your packages on the Cannon. She will be in to-morrow, and I will forward them by first boat. I regret very much that this should have occurred, but the names sounding so much alike was the cause. A telegram just received from Andrew informs us that we may look for him in the morning. Betsy is coming also. We had a pretty rough time of it Saturday, but enjoyed it all the same. The only other boat that started, and which we expected to guide us to the bayou, could not make it against a head wind, so we were left in the lurch. We found some fishermen, however, and bought
97 fish from them. Coming back we had a fair wind, and made 21 miles in less than two hours and a half. We were up nearly all Saturday night, but caught up when we get home. You will see how cotton is dropping, as I predicted, $\frac{3}{8}$ down on low mid. & mid, & $\frac{1}{4}$ on the higher grades. I hope it will touch bottom soon. Trust you found Emma and all others well, and had no trouble in getting ashore.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 25*th Sept.*, 1879.

DEAR JOHN; I return you Mr. Vaughn's d'ft, as it is only drawn for $300; also send by "White" your valise and overcoat (two packages in charge of porter). Majors and Cherry are both in town. The latter's business seems to be in good shape, and if properly attended to and collections forced, should pay your Uncle Will's heirs something. Majors, I think, is anxious to get an interest on
98 the 1st Jan., when the business year ends. Do not mention this however. Andrew and all reached home safely yesterday morning, Betsy is writing to-day. Frank Wood came also. He seems more like his old self this time, and has no difficulty in talking. Cotton $\frac{1}{8}$ better to-day.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 30*th Sept.*, 1879.

DEAR JOHN: I cr. you with $105.00, d'ft on Graham, Black & Co. The "Lee" was late, so we will not get her samples until to-morrow, and I regret to say that it strikes a dull market. If receipts concontinue in this way, we will have considerably lower figures yet. It was hard work to find a buyer, at to-day's quotations, for a lot we had. Will wire you to-night. Cotton closes easy @ ⅛ decline. Good ord., 9⅜; low mid., 9⅞, midd., 10¼; good midd., 10⅜; midd. fair, 11⅛. All well.

Yours, &c., HUGH.

99 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 2*nd Oct.*, 1879.

DEAR JOHN: I send you $800 per Richardson, and 10 bbls. pork as per your telegram rec'd to-day. Cotton still weak; closes easy to-day at same quotations. When you pay different prices for bales of the same mark, put a counter-mark or block, so they will be sampled separately. It is easier for you to do this than for us to split the mark in the press and select the good portion. No news to write of. All well. Glad to see you are in Rodney at last.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants.

NEW ORLEANS, 11*th Oct.*, 1879.

100 DEAR JOHN: I send you $800 per Natchez, as advised by wire last night. Sold your lot ex. Natchez (except 5 B | C, XXX and extra) @ about 10⅛ round, but have not time to class them out this evening. Nor have I had time to make out the ac's you mention, but will send them early next week. Enclosed find inv. of pork. Sorry to hear of the Judge's illness and trust it is nothing serious. Miss Nannie Boyd returned this morning from the West and leaves on the packet this evening. Edie is still getting on finely. Cotton is coming in to us very fast and keeps us busy. The market reacted to-day and recovered the ⅛ that was lost yesterday. All well.

Yours, &c., HUGH.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 14*th Oct.*, 1879.

DEAR JOHN: I send you $500.00, c'y, by "Lee," and draw on you, favor R. O Hubbard, for ($233.22) two hundred & thirty-three $\frac{22}{100}$ dollars, being his b'l'ce. He has still 1 B | C on hand. J. E.
101 Herring has 2 B | C on hand and owes $174.25. I will dr. you & cr. Smith Hubbard with the 3 B | C, 1813, S. H., Oct. 3, $146.49. Is this O. K.? Sorry your cotton is delayed so often. I fear the present prices are mainly caused by a bull movement in Liverpool, for this month, like the N. Y. one, in Sept., I therefore did not wire you of the advance yesterday. This morning the market was weaker, but recovered and closes firm at yesterday's figures. Glad to hear the Judge is so much better. Let me know particulars of the am't stock, &c., of the proposed factory, and who are at the head of it. Perhaps I will induce Mr. S. to take an interest. In the face of the low stage of the water the receipts continue largely in excess of last year's, is one of the reasons, I think, that prices will fall later on. N. O. is getting a great deal that usually goes to Memphis. We get a good share of it. All well at home. Love to all with you.

Yours, &c., HUGH.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 16*th Oct.*, 1879.

102 DEAR JOHN: Enclosed find some sales & report of sales which we trust will be satisfactory. No news from you since the Lee arrived. The "White" is aground somewhere. The d'ft you sent Lafitte he filled out for $20.00. His books are mixed, but he says if this is not all right he will make it so for the grip tie. I would be careful about sending blank d'fts like this. It is hard to say what cotton is going do, but I fear the present prices will not last long. The low water delaying receipts and small stocks at Liverpool & N. Y. is, I think, the cause. You must buy all you can where you can do so without losing, but stop as soon you find you begin to loose. Planters who get their cotton sold at present figures, I think, will be very well satisfied when they see the prices about a month hence when this speculative demand is over. I may be wrong, however. All well at home. Love to all.

Yours, &c., HUGH.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
103 No. 46 Union Street.

NEW ORLEANS, 25*th Oct.*, 1879.

DEAR JOHN: I draw on you [in] favor of Smith Hubbard for $75, being his balance; he has still 4 bales cotton on hand. R. O.

Hubbard owes us $10.75; I send his acct. to-day showing this. There was a d'ft for $50 ch'g'd to L. H.'s account, which I did not notice until yesterday. Wm. George has a credit of $253.49, pro. 6 B | C shipped for his own ac. You can pay him and take his draft on us. I send Mr. Herring the draft asked for and his and Mr. G's ac's to-day. Fairbanks is expecting some scales by next str.; may get them in time to send to-day, if not will do so early next week. Have ordered the ties from Mr. Garrard, and told him to present former bill. Do not forget to make A. S. Hubbard settle up the $75 he has been owing us for two years past. I send you $1,000 by "Natchez," but I am very much afraid that cotton will tumble soon, so buy cautiously. I can see no reason for the present advance except the manipulations of the speculators. Look in the Times com'l article and you will see how little Liverpool has responded to the N. Y. advance. Lawrence is having quite a hard time of it with a bad cold in his chest and diarrhœa combined. The Dr. comes twice a day to see him, and says he is getting on nicely, but he looks very much pulled down. All rest well. Annie & Hattie will be home next week. Love to all.

Yours, &c., HUGH.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *28th Oct.*, 1879.

DEAR JOHN: I draw on you in favor of J. E. Herring for $159.78, and send Smith Hubbard a sale for 3 B | C pro. $129.68, but as he has one B | C still on hand I will not draw until that is sold. I wired you yesterday and will do so again to-night. I would advise your giving orders to Cross to send your cotton forward by first boat, and not to wait for packets, as I fear the present prices are not going to hold, and if they treat you like the "Lee" does you will get caught. Lawrence is a little better to-day. The Dr. says there is nothing serious. All rest well. Love to all.

Yours, &c., HUGH.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *1st Nov.*, 1879.

DEAR JOHN: The "Natchez" samples only came in late this evening, so they will not be out until next week. I draw on you, favor J. E. Cammack, for $54.47, amt. his balance. I send the oatmeal, cost $8.50. Cotton is up in N. Y. one day and down the next. No quotable change here for five days. Annie & Hattie arrived yesterday. They left N. Y. Monday & had a tiresome trip, missing connections. Lawrence is still better to-day. All rest well. Love to all.

Yours, &c., HUGH.

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Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 6 *Nov.*, 1879.

DEAR JOHN: I send you by White $1,000, and trust you will be able to invest it profitably. Sorry to hear that Emma is still complaining. I tried to get the Younger's ale to-day, and if it can be had will send it by "White;" but there is not much demand for it, & the agent will not sell less than 5 casks; let me know if another brand will not do as well. Lawrence still better. All rest well.

Yours, &c., HUGH.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *8th Nov.*, 1879.

DEAR JOHN: I send you $1,000 c'y, as per your telegram, and collected the d'ft on Graham, Black & Co., $863.52. I fear Mr. S. may not do much for the factory. I busted on what I men-
107 tioned to you. Will write fully some day. I am in a big hurry to-day, as I want to go down to Barkley Plant. & spend to-morrow. Lawrence is getting along finely. Glad to hear Emma is better. Love to all.

Yours, &c., HUGH.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 11*th Nov.*, 1879.

DEAR JOHN: I was tempted to send you some money to-day, but concluded you would wire us for it us whenever it was required. The market is booming still; $\frac{3}{8}$ advance in three days is pretty good, and if it will only keep up planters & the South generally should be in a fine fix. Yesterday's quotations were $\frac{1}{8}$ higher than they should have been, which I explained in my telegram. I was afraid prices were going to drop, as futures, in N. Y., were down 10 points lower than on Saturday. To-day they are up 40 points. I still fear these high figures, but may be wrong. When you can ship promptly, however, you will run little risk in buying freely. I attended
108 to your orders by to-day; packed.

Yours, &c., HUGH.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 13 *Nov.*, 1879.

DEAR JOHN: I send you $2,000 and the pork, &c., per White. After wiring you this morning the market took a turn upwards and closes at $\frac{1}{8}$ advance, as you will see by the enclosed report. It is

risky for you to buy at these figures on one Saturday and not ship until the Natchez comes, as when the market begins to break there is no telling how much it will drop in a week. We do not get the samples until Saturday. You had better send what you buy to the landing with orders to send by first boat. When you find out fully let me know what arrangem't Mrs. G. has made with the present prospects. She should — made a good bargain in her rent. Your letter via V'burg only came yesterday. All well.

Yours, &c., HUGH.

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Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 15*th Nov.*, 1879.

DEAR JOHN: It is too bad that you missed the good market by waiting for the Natchez. We got the samples and put them out about 12 o'c., but the demand was so slack we could not dispose of them & carry them over till next week. This market is too risky unless you can get y'r cotton in at once. I send you $3,000 per Natchez, & charge you with $105.00 p'd fr. & ins., Cox, $2.00 p'd Betsy, these last two items I enter as p'd to me. Enclosed find report.

Yours, &c., H. W. B.

I wired you this morning.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 18*th Nov.*, 1879.

DEAR JOHN: I charge you with pro. 1 B | C, 1813, D. B. W.,
110 10th Oct., $38.95, and send Wilcox his statement showing a cr. b'l'ce of $13.47. I draw on you, favor I. E. Herring, for $272.76, which closes his ac. Is he still with you or with Mr. Tweed. Wilcox promised to ship 10 B | C, & S. Hubbard sent 18 B | C only, to his advance on 1st Aug., was $480 odd, & he should have shipped more. No news from Butler yet; he gave his note due 1–4 Dec., for the am't due; by Scott, $81.66, he may make provision for it before it comes due. No word from the cotton that should have come by the "Lee." I did not wire you last night of the $\frac{1}{8}$ decline in our market as I had notified you during the day of the $\frac{1}{16}$ decline in Liverpool, which was the same thing. Our market has to-day recovered this, & N. Y. futures are on another boom, are up some 20 odd points to-day. Liverpool does not respond, however, and as that market is the greatest consumer whenever the N. Y. speculators choose to let the market drop, it will do so with a run. All well at home; love to all.

Yours, &c., HUGH.

Spillman sent the truss, but has not presented the bill.

111 Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 20*th Nov.*, 1879.

DEAR JOHN: You had better let Emma come down and get rid of her swamp fever here by the change. I send you $2,000 by the "Pargend," and will write you fully about the rent of Mrs. Gathney's place by the next packet. N. Y. kept up so well this morning that I did not wire you, but I will do so to-night, as the market is very dull, at ⅛ decline. All well; Hattie & Bessie Wheeler are at Aunt H.'s. Love to all.

Yours, &c., HUGH.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 22*d Nov.*, 1879.

DEAR JOHN: It looks to us as if it would be rather risky to undertake to carry out the agreement that the party who wants to
112 rent Mrs. Gathney's place makes, unless there is a good gin on the place and the fences are in pretty good repair; he could could not manage it on $1,000, besides the cost of the mules the first season. We would have to run all the risk and would probably have to expend much more than he asks for before the crop could be gathered. If a person, who had his own stock or something else to fall back on, would take it, we would advance say, ½ of the expenses for running the place, or all of the supplies if it was to a thoroughly responsible party. A. G. Brown, Jas. K. Brown, W. W. Dent, & O. S. Edwards & A.S. Hubbard have not made us a shipment yet; look after them, especially the last, who owes us the $65 for more than two years now. We rec'd for your ac. by "Natchez" 92 bales, there being 3 b. 1813 | E. B. more than the B | L calls for, & the 1 b. | S. G. had no 1813 m'rk on it. We have had it out all day, but could not get our price; the market is steady however, & we hope to get rid of the lot at good prices next Monday. I do not know if I told you that I am to stand up with Norman Eustis next Tuesday. As I will be away from the office all day, should you want anything, wire S. Bros. & Co. & not me. All well. Glad to hear that Emma is better.

Yours, &c., HUGH.

113 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 25 *Nov.*, 1879.

DEAR JOHN: Much to every one's surprise, in the face of such very heavy rec'ts, the market is better to-day. The samples are not in yet, and, therefore, not checked off, but the B | L's call for 56

B | C ex. "Lee," of which the boat signs for two short. 22 B | C ex. Gastrett, 5 B | C ex. Laura Lee, & Wm. George shipped 3 B | C for his own acct. All well. I am now off to the wedding.

Yours, &c. HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 29*th Nov.*, 1879.

DEAR JOHN: I send you $3,000 by Natchez, & draw in favor of Delaney Jackson, for $407.24. I wired you this morning. The
114 changes in the market are so frequent and sudden that I think it best to wait some time for the opening next morning before wiring you. I will not make it a rule however. We sold the lowest portion of your Natchez lot late this afternoon, with the best still on hand. Will make the 71 bales average about 12 cents. The A. W. K. was about the poorest in this shipment. All well, and no special news to give you.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros, & Co.,

Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 2*nd Dec.*, 1879.

DEAR JOHN: I will send Wm. George sale to you, but as the cotton was shipped in his name you will have to get his order to turn the proceeds over to us. I saw the draft on Allison & Co. It is plainly $125.00. I sent word to Adams to collect the extra $100. They will most probably advise you. Your "Lee" samples are in late to-day, & not put out yet. The b'l'ce of the "Natchez" we have
115 not disposed of thus far. The news from Liverpool is better this evening after the close. All well.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 4*th Dec.*, 1879.

DEAR JOHN. I send you $3,000 by "White," and will wire you to-night or in the morning of the adv'ce to-day. As I notified you of $\frac{3}{16}$c. adv. in Liverpool this morning, which is equivalent to the $\frac{1}{4}$ here, I will wait until the morning & see how the cat jumps, and then wire you. Do not buy too rashly, & if other buyers offer too much let them get the cotton. I am very fearful of these high figures, & the drop will be sharp when it commences. Futures are

nearly 4c. higher on some months than they were last year. All well. In haste.

Yours, &c., HUGH.

116

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *9th Dec.*, 1879.

DEAR JOHN. I send you $3,000 by "Lee." Sorry I wired you this morning, as the market weakened shortly afterwards here & in N. Y. & Liverpool. Hope what you have bought you will manage to get here before the Natchez, as it will not do to run the risk of diff'ce in quotations of ten days. These figures are 2c. higher than prices two years ago, and over 4c. than last year, so that they may drop 1c. in a few days. Buyers fight sly the moment N. Y. & Liverpool weakens, & do not come around at all. I drew on you yesterday for $44.55, favor of Delaney Jackson. Mr. Hugh Allison died yesterday. I have not heard any of the particulars. Congestion of some kind was the cause. As I am going to the funeral, have not time to write more. All well.

Yours, &c., HUGH.

Did you not make a mistake in the adding of the weights of 3 B | C, 1813 | D.W. ex. Natchez, 28 Nov.; you have them 1,414 (was it not 1,372), & our weigher went over them again and could 117 only make 1,400.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 11*th Dec.*, 1879.

DEAR JOHN: As I feared and cautioned you when the break would come it would come heavy. Futures declined about 50 points to-day, and are 1c. lower than two days ago on same months. There was some running around for the staple to-day, but low figures were offered. I have no news of interest.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 16*th Dec.*, 1879.

DEAR JOHN: Had I thought you were going to have such large shipments by the "Natchez" & "Lee," I should have sold 118 100 B | C against them in N. Y., so as to have saved a portion of your loss. We sold your Natchez lot to-day at about 4½.

I was in hopes that you were at least $1,000 ahead on your cotton purchases, but these last two lots make a hole in your profits. I only send you $1,000 by "Lee," as I do not want you to buy much on this declining market, unless you can do so at very low figures. As for the future prices, it is hard to tell. With rising river it is more than likely that rec'pts will be heavy for the remainder of the month, and if the speculators in N. Y. conclude to *get* go, prices will be bound to drop. Look how Liverpool is declining, and as it takes 2 to 2½ to sell in Liverpool, you will see that our market is too high now. All well. No special news. Will have Mess. Valentine's castings ready as soon as possible.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants.

NEW ORLEANS, 12*th Dec.*, 1879.

119 DEAR JOHN: I think you will find by this time that you have sales for all the marks you ask for in your last. There is little change in the market, so I trust you will not lose on the 70 B | C you advise having on hand to-day. Have no news to write. All well.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
No. 46 Union Street.

NEW ORLEANS, 23*d Dec.*, 1879.

DEAR JOHN: I did not count the p'ck'ge of silver, & it is too late now to return to the b'k. So just keep the 50c. over. We cannot well sell cotton to arrive, but where you have some 80 or 90 b'ls on hand, if the market looked weak we could sell 100 B | C of futures against them, as you would come out even. The "Lee" samples are in too late to offer to-day, but you should not lose on the lot. I send you a desk as near the kind you wished as I could find.

120 The turkeys and box of good things arrived safely last evening, and the contents of the latter have already been partly interviewed. The girls and Emma are too kind to send so many things. Mr. Stewart is very thankful for the turkeys. I sent Jno. Barkley a taste of the sausage, which is delicious. I send a box by "Lee." Betsey has written, & will tell who they are from & for.

Wishing you all a merry Xmas, I am yours affect'ly,

HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
No. 46 Union St.

NEW ORLEANS, *25th Dec.*, 1879.

DEAR JOHN: I send you $2,000 c'y p'r "White," which I trust will reach you safely. The "Natchez" cotton got wet & had to be picked, but as after that even it gained in weight, as per your memorandum, I did not make a charge against the boat. The "Lee" the trip of last week damaged her lot badly, and we will have to fight to make her pay. I presume your cotton is still shipped
121 in good order and from a shed. We have a little cooler day for Xmas. Up to last night it was warm as summer. We dine at Anna's, and afterwards go to a Xmas tree, and supper at aunt Harriet's. Lawrence is happy as a lord with his numerous presents.

Wishing you all a pleasant day, I am affec'ly y'rs,

HUGH.

Mr. Stewart sends you some oysters by the "White."

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Brothers & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *6th Jan'y*, 1880.

DEAR JOHN: Without including to-day's payments you owe us $21,472.74, against which you have 76 B | C, (1,232 B | C rec'd up to day; 1,156 sold, including by Lee,) which will make you owe us about $18,000, without interest. It will be well for you to begin to reduce it at once; I know Mr. S. would grumble if he knew it was so much. I enclose you a list of the 76 B | C on hand. If
122 it does not agree let me know what the d'ff'ce is, and I will straighten it up. I charge you with $10.00 d'ft on J. K. Brown, and enclose his letter of 22 Feb'y, which you had better return. Enclose invoice of clock, &c. Our oysterman failed to send yours, but will do so by "Lee" to-day; hope you will enjoy them all the same. Arnette has done nothing for us yet; so you had better get after him. I am nearly played out; have been so busy the last few days. All well; love to all with you.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwnne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *22nd Jan.*, 1880.

DEAR JOHN: Yours of the 19th inst. is at hand, with enclosures. I cr. you with d'f't on Buckner & Co. for $175.00, but retain the

d'f't on ourselves for awhile. How are you giving these
123 adv'c's without getting a promise to ship a bale for each $10 advanced, or comes on them if not shipped? Emma's little cousin, from Woodville, dined with us yesterday, but as she had an engagement for the theatre I saw very little of her. You are shipping so little I do not telegraph you of the state of the market. All well.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *27th Jan'y*, 1880.

DEAR JOHN: I enclose a list of what cotton you still have on hand, not including the Lee shipment. See if you can make it agree this time with yours, and if there *is* any sales missing I can send dup. I will not make out your ac. until next month. It will take me a week to do it, and I thought I would be busier than I am, so did not start on it. Besides, you will have a chance to get the b'l'nce
124 down before I make it out. The int. will amount to nearly $1,000. Wade says he arranged with you to get adv'ces of $1,500, and he to ship 50 B | C. There must be some mistake. We write him that we will adv'ce him at the rate of $158 per bale, and tell him, though, this is contrary to our usual custom. No special news. All well.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *Jan.* 29, '80.

DEAR JOHN: Yours of the 26th inst., with d'ft on Bickham & Moore for $587.20, is at hand, and same placed to your cr. Have no news of interest to mention; have not heard from Annie. Forgot to ask Hattie when I saw her at the ball last night. All well. I have Pintard's invitation for Rex. The misticks are not out yet. Love to all.

Yours, &c., HUGH.

125 Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 14 *Feby.*, 1880.

DEAR JOHN: I have been so rushed this week with the Mardi Gras frolic, and many of our customers who are in town, that I have neglected to own rec't of your late remittance. I cr. you with d'ft on Harris & Co., $500.00, Graham, Black & Co., $192.24, $1,188.28, and

$250 cash from Chas. Beyworth. Your Uncle Will's estate will wind up better than I expected; $8,000 nett profit on a capital of $5,800 in two years is not bad. We to-day paid W. K. Penny's d'ft for $581.57 in favor of Grover & Whitcomb. They are to transfer their right in the mortgage or deed of trust to us, appointing you as trustee, and the papers are to be sent to you by them. We are a little dubious about this, as these Natchez parties seem to have required pretty strong security before giving him the advance before, and besides the land seems to be in his wife's name. As we promised to pay the draft, however, we had to do so, and if the papers are not in form when you get them, made him put them so. We dislike
126 having to deal with parties that have to give security, and would prefer your declining any business, unless the parties are gilt-edged, and have unencumbered property. Hope you have given Arnette a talking to, he has not acted right. See also about W. W. Dent & Brown. Your bale "Fancy," by Natchez, does not show up well, and by our sample will only bring about 13c. ——— 14 at 14½ on the ——— (Torn off.)

Ruth Britton left us on Thursday ——— ever had such a crowd as we did this Mardi Gras, and they must have left considerable money in the city. Sorry I was so much occupied that I could not see more of young Pintard. All well. Chas. Beyworth left yesterday.

Yours, &c., HUGH.

Penny must agree to ship 50 B | C, or pay com's on to that No.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 21st *Feb.*, 1880.

127 DEAR JOHN: Yours of the 16th inst., per White, with d'fts on us for $370 is at hand, but nothing by Natchez. Lintser Payne ships 1 B | C by Natchez for his ac. Is this O K? Glad to know you are coming down in two weeks. I will try to have your ac. made out next week & send it to you, so that it can be examined before you leave. Jno. Burkley will probably make up a party to go to his plant. whilst you are here, so you can expect a good time. Cotton seems to be busted, as it keeps falling. All well and no news. Will look for you week after next. Love to all.

Yours, &c., HUGH.

DEAR JOHN (in pencil) cl'k: Yours of 21st inst. is at hand with enclosures. I send you the dr., part of y'r ac. to date, so that you can examine it that far; will try to have it closed & b'l'ce ready to send by "White." All well.

Yours, &c., HUGH.

Feb'y 24, '85.

128 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, 8 *Ap'l*, 1880.

DEAR JOHN: Yours of the 5th inst. is at hand with enclosed d'fts at your cr., $1,237.93, 150.00. Cotton is better to-day, but I fear will not get high enough soon to let Emma out. To-day's drizzly cold rain is the cause of the change. Very few of our best men have participated in the attention shown Grant, except when they were forced to by holding public positions. The crevasse has nearly closed, so that Jno. Buckley need fear no damage to his place from it now. Wheeler writes me that Eliza is in Mobile, taking much needed rest, and having a siege with the dentist. All well. Hope you enjoyed the party.

Yours, &c., HUGH.

N. O., 22 *Ap'l*, '80.

DEAR JOHN: Yours of the 19th inst. is at hand, with d'fts $99.41 & $47.16 at your credit. The insurance can be can-
129 celled at any time and the Co. will refund the diff'ce in premium. We are off this morning on our frolic, and hope to have a good time. All well.

Yours, &c., HUGH.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *Aug. 17th*, 1880.

Mr. J. W. BROUGHTON, Ag't., *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 14th inst., with enclosed as stated, to your Cr. $200. The cotton market is quiet. Low ord., $7\frac{3}{4}$; ord., $8\frac{3}{8}$; good ord., $9\frac{1}{8}$; low mid., $10\frac{1}{8}$; mid., $11\frac{5}{8}$; & good mid., $12\frac{1}{8}$; stained, 1 to $1\frac{1}{8}$ ct. less. We presume there will soon be some new cotton offered for sale at your place. Most of the new cotton we have seen has been ginned too damp; it is badly cut and knapped. This injures the sale very much. It will also fall off in weights. Buy as cheap as you can.

Yours resp., STEWART BROS. & CO.

130 Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

Mr. J. W. BROUGHTON,
Care of Edwin Bates & Co., P. O. box 3067, New York.

DEAR SIR: Reports coming in from the neighborhood of Rodney

represent the crop prospects still good. Some other parties have had too much rain.

This time last year you owed us $19,862.58. This we considered a larger amount than we thought necessary to run your business, but to-day you owe us $23,970.92. The writer has kept such a store as you do, and we are satisfied if you buy your stock carefully and work off unsaleable goods, so as you will not have too much of any kind of stock, you can run the business on less. The am't is rather startling, and we hope you will not increase it.

Yours resp., STEWART BROS. & CO.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
131 No. 46 Union Street.

NEW ORLEANS, *Aug. 26th*, 1880.

Mr. J. W. BROUGHTON, Ag't.

DEAR SIR: We are in receipt of your favor of the 21st inst. with enclosed, as stated. To your credit $200.00 & 13.40. We sold your new bale at $11\frac{3}{4}$; not yet delivered. The market is unsettled. Mid. cotton for August delivery, or spot cotton, is $11\frac{3}{4}$; for Sept. delivery, $\frac{1}{2}$c. less.

Yours respec., STEWART BROS. & CO.

Our cotton market closes to-day firm. We quote low ordinary at $7\frac{7}{8}$, ordinary at $8\frac{7}{8}$, good ordinary at $10\frac{1}{8}$, low middling at $11\frac{1}{4}$, middling at $11\frac{3}{4}$, good middling at $12\frac{1}{8}$, middling fair, stained, 1c. less.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street,

NEW ORLEANS, *Aug. 28th*, 1881.

Mr. JNO. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: Enclosed find invoice of bagging ordered, which
132 we trust will please. Cotton market dull; there was not a sale to-day.

Yours resp., STEWART BROS. & CO.

Our cotton market closes to-day nominal. We quote low ordinary at $7\frac{7}{8}$, ordinary at $8\frac{7}{8}$, good ordinary, $10\frac{1}{8}$, low middling at $11\frac{1}{4}$, middling at $11\frac{3}{4}$, good middling at $12\frac{1}{8}$, middling fair, stained, 1 to $1\frac{1}{8}$ less.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street,

NEW ORLEANS, *Aug. 31st*, 1880.

Mr. JNO. W. BROUGHTON.

DEAR SIR: We have sold for your ac. 1,813 No. 3 at $11\frac{7}{8}$. No 2 is not so good, and not sold. We are holding it at $11\frac{1}{2}$. The market has a declining tendency, with but little demand.

Yours resp., STEWART BROS. & CO.

Our cotton market closes to-day quiet. We quote low ordinary at 7⅞, ordinary, 8⅝, good ordinary at 9⅞, low middling at 10⅞, middling at 11⅜; good middling, 11¾; stained, 1 to 1½c. less.

133 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis. P. H. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *Sept. 2nd*, 1880.

Mr. JOHN W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: You have $3,000.00 insurance on stock expired to-day in the Factors & Traders. We have asked them to keep it covered for a few days until we can hear from you. Will we renew again for a year in the same building? Cotton continues to decline. Mid. is now worth 11, which is a reduction of ¾ in a few days. We quote low ord., 7⅜; ord., 8⅜; good ord., 9⅝; low mid., 10½; mid., 11; & good mid., 11⅜.

Yours, resp., STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis. P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *Sept. 11th*, 1880.

134 Mr JOHN W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 8th & 9th. We have shipped Natchez the articles ordered. You will see by invoice the advance in bagging, but as it has advanced in all markets, we had to pay it, as we could do no better. Cotton seems to come into Rodney slowly. We hope to receive something from you by the Yazoo Valley. Reports of damage to the crop by excessive rains has improved prices. Our market closes firm. Low ord., 8; ord., 9; good ord., 10¼; low mid., 10⅞; mid., 11⅜; & good mid., 11¾.

Yours, resp., STEWART BROS & CO.

And on the said 10th day of September, 1881, the defendants, Stewart Bros. & Co., filed with our said clerk their separate answer to the bill of complaint herein, which said answer, together with Exhibits 1, 2, 3, 4, 5, & 5 and 8 thereto, are in the words and figures following, to wit:

THE STATE OF MISSISSIPPI, *Jefferson County:*

In Chancery Court. September Term, 1881.

135 JAMES H. DUNHAM *et als. v.* JOHN W. BROUGHTON *et als.*

The separate answer of Stewart Bros. & Co. to the Bill of Complaint filed herein against them.

For answer to so much or such parts of said bill as they are advised it is material for them to answer, answering, say: They admit that complainants are wholesale merchants, doing business in the city of New York, and have been for a number of years. They admit that about the year 1874 the defendant, John W. Broughton, claiming to act as agent for some person or persons (but who said Broughton was acting agent for these respondents does not know), commenced business at Rodney, in said county of Jefferson, and carried on and conducted as agent a general store, buying and selling at retail dry goods, groceries, clothing, boots and shoes, hats, and other articles such as are sold in a general store in a small town, and that such business was continued by said Broughton under the name and style of John W. Broughton, agent, until the 13th day of June, 1881.

136 Respondents, further answering, say they know nothing about the dealings and various transactions as alleged between complainants and the said Broughton further than that shortly after it is alleged the said Broughton commenced business with said complainants these respondents paid said complainants several notes or drafts drawn by said Broughton in their favor, which amounts will appear in a copy of the account of these respondents against said John W. Broughton, agent, nor does these respondents know how much said Broughton is indebted to complainants at this time on account of the dealings and various transactions between them.

Respondents, further answering, say they know nothing about the pecuniary responsibility of the said Broughton when he commenced business, further than that in September, 1874, when he commenced business he received from respondents, through the influence of one Hugh Brown, who is the cousin of said Broughton, who was then and continued to be the book-keeper in the house of respondents until the 1st of July last, 1881, the sum of four hundred dollars in cash, and said Broughton at that time deposited

137 with respondents $2,720.18 in cash, making in all the sum of $3,120.13. Where or from whom the deposit came respondents do not know.

Respondents aver and charge, that since September, 1874, the business of the said Broughton has been carried on by means of advances made him, from time to time, by these respondents.

Respondents do not know what representations the said Broughton made to complainants as to whom he was agent for, or whether he made any representations whatever on the subject. Respondents say they do not know who the said John W. Broughton was acting

agent for. All that we know is that the account with him was opened and kept on the books as John W. Broughton, agent.

Respondents, further answering, say they admit, that on the 26th day of May, 1881, the said J. W. Broughton, agent, executed the deed in trust to their co-defendant, Claude J. Pintard, as trustee, for the benefit of these respondents, as mentioned and described in this bill of complaint; but they emphatically deny that it was to secure a pretended debt to respondents. On the contrary, they aver
138 and charge the truth to be, that the two promissory notes mentioned and described in said deed in trust, one for $20,000 and the other for $14,077.50, were given in settlement of a balance due respondents of the sum of $34,077.50 by the said John W. Broughton, agent, as will be shown by a copy of the account sworn to and herewith filed with the answers and made a part thereof, marked Exhibit "1." And now respondents will show how and why said deed in trust was executed: In May, 1881, the account of John W. Broughton, agent, having reached the large sum of $34,077.50, Andrew Stewart, one of these respondents, visited the town of Rodney to see what he could do towards collecting the amount due his said firm, or what security he could get from the said J. W. Broughton, ag't, and after a consultation with said Broughton, finding that he could get no money, agreed with said Broughton that if he would execute his two promissory notes, one for $20,000.00, payable six months after date, and one for $14,077.50, payable eight months after date, both bearing interest at the rate of 8 per cent. per annum, and give a deed in trust to secure the same upon
139 his entire stock of goods, &c., being the same property mentioned and described in said deed in trust; and thereupon said notes and said deed in trust were duly executed and delivered to said Andrew Stewart, and was on the 27th day of May, filed for record in the office of the chancery clerk of said county of Jefferson.

Respondents admit that said J. W. Broughton did remain in possession of said property, so far as being in the store and continuing to sell goods for the purpose of paying said indebtedness, but that said trustee, Claude J. Pintard, was also in said store, and assisted in carrying on said business and selling said goods and collecting the debts due to said J. W. Broughton, agent, which had been conveyed to him as trustee in said deed in trust.

Respondents admit that no inventory was taken at the time of executing said trust deed, and that no schedule was attached; but this was not necessary, as an inventory had but a short time before been taken, and it was known about what amount of stock was on hand at that time, but a schedule of the debts due said J. W. Broughton was then and there made. Respondents, further answering, say that after the execution of the deed in trust and
140 notes, they, being satisfied that said J. W. Broughton could never pay them, and then being informed for the first time that said Broughton was largely indebted to other parties, and that said deed in trust possibly might not be good as against the other creditors, sent their book-keeper, the said Hugh W. Brown, to Rodney to make some other arrangement with the said Broughton to collect or se-

cure their said debt, the said Brown having full power and authority to act in the premises for respondents, and on the 13th day of June, 1881, the said J. W. Broughton, agent, executed an absolute deed or bill of sale, conveying to respondents all the property embraced in said trust deed in full satisfaction and payment of said two promissory notes, and then and there delivered to the said Hugh W. Brown, as the agent of these respondents, the entire stock, with all and every article mentioned and described in said deed in trust, and all the books of accounts, notes, and evidences of indebtedness due to said J. W. Brougton, agent, the said Brown receiving full possession and control of the same, and delivering up to said J. W. Broughton his two promissory notes mentioned and described in said deed in trust, marking and canceling said notes satisfied and paid in
141 full, said transfer and delivery of said stock of goods, notes, and accounts being received by respondents in full satisfaction and liquidation of the indebtedness of said J. W. Broughton, agent, to respondents, and at the time of the sale and delivery of said stock of goods, &c., two bills of sale were executed and acknowledged, one signed by J. W. Broughton, agent, & Claude J. Pintard, trustee, a copy of which is filed with complainants' bill, marked Exhibit D; the other, the original of which is herewith filed as part of this answer, and marked "Exhibit 2." Respondents admit that at the time of the transfer and delivery of said stock of goods no inventory was taken, but that immediately thereafter an inventory of said stock was taken as soon as it could be done, which said inventory is herewith filed and make a part of this answer, marked Exhibit 3; also a schedule of debts due said J. W. Braughton, agent, which is filed herewith, marked Exhibit 4, and made also a part of this answer.

Respondents deny that the execution of the trust deed and the sale by said J. W. Broughton, agent, to respondents and the
142 delivery of the property thereunder were all part of a scheme on the part of said Broughton, agent, or his principal, or principals, if he had any, to cheat, wrong, and defraud complainants and other creditors. And respondents emphatically deny that they participated in or had any knowledge whatever of any such fraudulent design, or that they have aided in any attempt to defeat and defraud creditors; but, on the contrary, they aver and charge that all the transactions with the said J. W. Broughton were in good faith; that said Broughton justly and honestly owed them the said sum of $34,077.50 on said 26th day of May, 1881, and on payment of said account they have taken his stock of goods & notes and accounts, becoming thereby the preferred creditors "*bona fide*" of the said J. W. Broughton, agent, which they are advised they had a right to do. Respondents deny that the debt of the said J. W. Broughton, agent, to respondents is for the most part, or any part whatever, simulated and fictitious, or that the amount has been exaggerated for the purpose of aiding and assisting the said J. W. Broughton, agent, or any one else, in the execution of a fraudulent purpose;
143 but, on the contrary, they aver and charge the truth to be that the whole transaction between respondents and said

Broughton, agent, have been "*bona fide*." That the whole amount claimed to be due them is or was justly and honestly due them by said Broughton, agent, and that the sale and transfer of said goods, &c., was honestly made and in good faith in settlement and liquidation of said indebtedness, and after the sale and transfer of said stock of goods, &c., respondents employed said J. W. Broughton to clerk for them, he being familiar with the business, and he (said Broughton) has been in said store as their clerk since the said 13th day of June, 1881, at a salary of seventy-five dollars per month.

Respondents, further answering, say they know nothing about said J. W. Broughton representing himself as the agent of his mother-in-law, Emily Noland, or his wife, Emma Broughton, or his sister-in-law, Julia Noland. But respondents deny that said stock now in said store, or which was in said store at the time of
144 filing their bill, are liable to said complainants, or that any other property described in said deed in trust and said bill of sale of the 13th of June, 1881, are liable for the debts of said J. W. Broughton, the same having in good faith been transferred and delivered to respondents on said 13th day of June, 1881, in full settlement and liquidation of their just debt of $34,077.50 against said Broughton, agent.

Respondents, further answering, say *say* they know nothing, except on information, as to where the said Emma Broughton or the said Emily and Julia Noland resided, or whether they were cognizant of the acts and conduct of said J. W. Broughton in transacting and managing said business, but as they are co-defendants to this bill they will answer this allegation for themselves. But respondents aver and charge that they never had any correspondence or transaction personally with either of said parties with reference to said business during its continuance.

Respondents, further answering, say they deny most emphatically that in February, 1881, or at any other time, they or either of them ever assured complainants or either of them that he, said
145 J. W. Broughton, agent, did not then owe them, these respondents, $5,000.00, and they now pronounce this allegation wholly false, without any foundation whatever. On the contrary, they aver and charge again that on the 20th day of February, 1881, said J. W. Broughton, agent, was justly and truly indebted to them in the sum of $31,884.73, to be offset with 63 bales of cotton, which were in the hands of respondents unsold at that time.

Respondents know nothing about any representations at that time made by said J. W. Broughton, agent, to said complainants, and after the reckless assertions made by complainants in their bill, that respondents assured them that said Broughton did not owe them $5,000.00, respondents do not believe that said Broughton ever made any such statement. Respondents deny that said complainants ever extended the time of payment of said J. W. Broughton's, agent, indebtedness, or sold him larger bills of goods upon any assurance from them whatever, as they never made any such statement or assurance, and never had any communi-
146 cation with said complainants, either written or verbal, in reference to said matter.

Respondents, further answering, say they deny that the sale to them by said J. W. Broughton, ag't, was made with intent to cheat, hinder, delay, and defraud the creditors of said J. W. Broughton, ag't, but, on the contrary, they aver and charge the truth to be that said J. W. Broughton, agent, was indebted justly and honestly to them in the sum of $34,077.50, and that said sale was made in good faith to pay them what was justly and honestly due them—he, the said J. W. Broughton, agent, desiring to prefer them to his other creditors, which they are advised he had a right in law to do. Respondents show that on the said 20th day of February, 1881, the indebtedness of said J. W. Broughton, agent, to them was $31,844.23, and that after the sale of 63 bales cotton, the proceeds of which was credited on said account, that said account was increased to $34,077.50 on said 26th day of May, 1881, by the payment of certain drafts drawn on them for the account of said Broughton, agent, and paid by them, to wit, Scharff & Bernheimer, $180.45; Scharff & Bernheimer, $304.60, with 76c. exchange; Scharff
147 & Bernheimer, $43, with 88c. exchange; Wickham & Pendleton, $263.75; Charles E. Beyworth, $467.71; Scharff & Bernheimer, $83.73, with 21c. exchange, and drafts drawn by said Broughton, agent, which said drafts are herewith filed, marked Exhibit 5, and made a part of this answer.

And now, in answer to interrogatory 1, respondents say: On the 30th day of February, 1881, J. W. Broughton, agent, was indebted to us in the sum of $31,884.73. Said debt has been increased to $34,077.50 by the payment of sundry drafts, drawn on us and paid by us for account of J. W. Broughton, agent, as stated above, to wit: Scharff & Bernheimer, $180.45; Scharff & Bernheimer, $304.60, with 76c. exchange; Scharff & Bernheimer, $43, with 11c. exchange; Wickham & Pendleton, $263.75; Chas. E. Beyworth, $467.71; Scharff & Bernheimer, $83.70, with 21c. exchange, and various drafts drawn by said Broughton, agent, which said drafts are herewith filed, marked Exhibit 5, and made a part of this answer; also 7.50, paid for merchandise, and $263.45, paid for insurance, all of which, with the proper dates, will appear in the account filed herewith.
148 We paid no debts to other parties for said J. W. Broughton, agent, further than is stated above, which was in course of business for supplies. Said J. W. Broughton, agent, assumed no debts to us for any one within six months before he closed out business. We know nothing about his owing any debts outside of those we paid in regular course of business, which are included in the account filed herewith.

In answer to interrogatory 2 respondents say: Their account against J. W. Broughton, agent, is just, true, and correct. We have filed with our answer a copy of our account against J. W. Broughton, agent, from the commencement of business with him.

In answer to interrogatory 3 respondents say: That they file herewith all the letters and answers, which we have marked 8. The only irregularity in our business with J. W. Broughton, agent, was that he addressed nearly all of his letters to his cousin, Hugh Brown, our book-keeper, and most of the letters written to him were by Mr.

Brown. Mr. Brown did not copy his letters to said Brough-
149 ton, and he has destroyed Broughton's letters to him.

Answer to interrogatory 4: It was our impression that J. W. Broughton was acting agent for Mrs. Noland, but we have no letter or communication from either party on the subject previous to June 13th, 1881.

Answer to interrogatory 5: The book accounts and notes purchased by us amounted to $12,146.34. The stock of goods, &c., at invoice prices, amounted to $23,381.31, but there are $854.65 of the notes and accounts that are wholly worthless, and several hundred dollars more of said notes and accounts, from which probably very little, if any thing, will ever be realized. Besides, the stock of goods, wares, and merchandise, which was inventoried at invoice prices will never be sold to realize the amount of the inventory, as many of the articles are old and out of fashion, and could not now be sold for more than their original cost. We do not estimate the cash value of the whole stock and notes & accounts at more than $25,000.00 cash, and possibly not more than $20,000.00 of that will ever be realized from
150 them, which entails upon us a loss of from 10 to 15 thousand dollars.

We again reiterate that the account against J. W. Broughton, agent, amounting to $34,077.50, for which we received the stock of goods, notes, and accounts, in full payment, is just, true, and correct, and was honestly due from the said J. W. Broughton, agent, to these respondents, and that the sale, transfer, and delivery of the same on the said 13th day of June, 1881, was *bona fide*, and that the delivery on said 13th day of June, 1881, to our agent, Hugh Brown, was complete, and we were placed in full possession and control, and have been ever since, and still are, in full possession and control of the same, the said J. W. Broughton, only acting in said store, as our clerk, upon a stipulated salary of $75.00 per month. And now, having fully answered, they pray to be hence dismissed with their resonable costs.

CLAUDE PINTARD,
Solicitor for Defendants, Stewart Bros. & Co.

THE STATE OF TENNESSEE, *City of Memphis:*

151 Before me, Hunsdon Cary, a commissioner of the State of Mississippi, in and for the State of Tennessee, this day appeared Andrew D. Gwynne and P. H. Hayley, who, being duly sworn, state that alll the allegations and statements in the foregoing answer are true in substance and in fact.

ANDREW D. GWYNNE.
P. H. HAYLEY.

Sworn to and subscribed before me, the 24th day of August, A. D. 1881.

[SEAL.]

HUNSDON CARY,
Commissioner for Mississippi in Tennessee.

THE STATE OF LOUISIANA, *City of New Orleans:*

Before me, George A. Hero, a commissioner of the State of Mississippi, in and for the State of Lousiana, this day appeared Andrew Stewart, one of the firm of Stewart Bros. & Co., who, being duly sworn, states that all the allegations and statements in the foregoing answer are true in substance and in fact.

ANDREW STEWART.

Sworn to and subscribed before me, on the 18th day of August, A. D. 1881.

[SEAL.] GEORGE A. HERO,
Commissioner.

152 (NOTE.—Exhibit No. 1 to the answer of Stewart Bros. & Co. is omitted from the record by agreement of counsel.)

Exhibit No. 2 to Ans. of Stewart Bros. & Co.

Know all men by these presents that I, John W. Broughton, agent, of the county of Jefferson, and State of Mississippi, for and in consideration of the sum of thirty-four thousand and seventy-seven $\frac{50}{100}$ dollars, being the amount of two promissory notes, dated twenty-sixth day of May, 1881, one for twenty thousand dollars, payable six months after date, with eight per cent. per annum interest from date, the other for the sum of fourteen thousand & seventy-seven $\frac{50}{100}$ dollars, of same date, and payable eight months after date, with eight per cent. per annum interest from date, which said promissory notes were executed in favor of Messrs. Stewart Brothers & Co., of the city of New Orleans, La., for the amount due them on that date for advance of money and supplies furnished,

153 have this day bargained, sold, assigned, transferred, and delivered to said Stewart Brothers & Co., all the stock of dry goods, groceries, produce, notions, clothing, hats, boots and shoes, comprising the entire stock of general merchandise now in the brick storehouse occupied by me, on the corner of Commerce street and Port Gibson road, in the town of Rodney, in said county of Jefferson.

Also the books of accounts—a schedule of which is hereto annexed—notes and evidences of indebtedness of every kind now due and to become due to me. Also the iron safe, platform, and counter scales, desks, chairs, and other office furniture now in said storehouse, the said Stewart Brothers & Co. hereby receiving said stock of goods, notes, books of accounts in full settlement and acquittance of said promistory notes and any and all indebtedness due by me to them.

Witness my hand, this 13th day of June, A. D. 1881.

JNO. W. BROUGHTON, *Ag't.*

154 THE STATE OF MISSISSIPPI, *Jefferson County:*

Personally appeared before the undersigned, mayor of the town of Rodney and *ex-officio* justice of the peace in and for said county, John W. Broughton, agent, who acknowledged that he signed

and delivered the foregoing instrument of writing as his act and deed, on the day and year therein mentioned, for the purposes therein mentioned.

Given under my hand, this 13th day of June, A. D. 1881.

J. A. LIMERICK,
Mayor & ex-offi. J. P.

(NOTE—Exhibit No. 3 to the answer of Stewart Bros. & Co. is omitted from the record by agreement of counsel.)

155 EXHIBIT 4.

List of Accounts Transferred to Stuart Bros. & Co. by J. W. Broughton, Ag't, June 13th, 1881.

Mrs. E. M. Noland	639 54	W. D. Torrey	48 06
D. T. Therrell	61 31	J. R. Wade	2 70
M. Wertheimer	3 45	J. N. Beck	3 50
C. J. Pintard	56 82	H. J. Coleman	134 98
D. Hunt	1 50	B. F. Pruitt	70 20
E. R. Cabler	52 29	W. J. Martin	2 55
W. G. Williams	18 45	P. B. January	202 97
A. J. Melton	29 35	Jno. Logan	46 71
W. B. Murdock	6 75	Mrs. M. J. Watson	35 11
T. F. Baker	36 50	D. Scott	55 00
A. C. Watson	390 00	Cohn Bros	3 75
W. W. Dent	10 50	G. W. Foster	9 50
T. H. Watkins	76 70	Mrs. H. McCaa	93 07
J. M. Jones	130 18	Jno. Paul	108 46
R. V. Hubbard	85 54	Mrs. Morrison	21 82
L. Hubbard	314 85	A. Cunningham	17 45
A. W. Killingsnorch	59 98	T. F. Daniell	33 63
W. E. H. Clagett	6 00	Plew White	18 13
L. Evans	5 50	Jno. Winkler	4 05
W. W. McCaa	4 60	W. G. Marble	64 81
B. F. Watkins	79 28	Joseph Hart	128 25
J. E. Bradford	72 31	P. Williams	77 04
R. M. J. Arnette	199 01	N. Hanson	17 57
F. F. McCardle	545 27	L. W. Carradine	270 00
J. E. Herring	52 31	F. G. Marble	37 54
G. A. Lake	2,188 96	B. B. Cross	2 75
156 William George	148 34	L. Moran	31 25
C. Putard	213 43	C. J. Turner	134 07
R. C. Shepherd	38 65	Ben. Clarke	31 55
J. S. Vaughan	20 75	Wm. Berry	3 50
Mrs. M. E. Galtnuy	399 21	L. B. January	23 50
F. W. Coleman	182 93	W. W. January	37 86
W. R. McDonald	8 40	E. W. Baker	5 60
Mrs. M. J. Coleman	7 50	Fal. Brown	141 25
J. A. Marble	32 78	J. Millsaps	203 57
Miss R. Bermiss	75 24	Tip Smith	42 10
Mingo Green	49 50	Miss S. Williams	137 60

F. Jackson	28 95	W. Littleton	36 25
W. W. Lacey	8 45	Rob't Payne	10 30
Hugh Batchelor	30 90	Jim Jackson	62 67
Geo. Arnott, Jr	26 93	Dave Weddington	28 30
Mrs. A. E. Galtney	3 95	Isora Anderson	12 55
Mr. Kelly	12 43	Steve Anderson	13 15
I. M. Toler	6 75	Sam. Simms	386 09
A. J. Godwin	35 60	Warner Williams	7 85
W. Shaw	6 25	Jno. Young	184 88
Perry Williams	8 75	D. Jackson	47 42
J. K. Brown	4 30	C. H. Hartman	13 75
A. Robinson	4 25	Alex. Jackson	7 50
C. Rowan	20 38	Geo. Wallace	6 25
Fred Murray	10 10	Stanly Snodgrass	38 85
H. R. Cayton	9 75	Geo. Miller	5 50
W. D. Smith	27 41	F. Freligh	20 00
W. W. Stonaker	71 73	Mrs. M. J. Inji	29 80
J. E. Jones	62 47	F. Patterson	215 95
157 Vaughan and Baker	9 50	A. Lizzins	8 45
Lem. Thomas	50 14	W. W. Snodgrass	8 00
Sandy Thomas	418 19	Ben. Banks	4 95
Reubin Banks	110 20	David Wells	10 00
Reubin Mimms	17 55	A. D. Snodgrass	26 85
Milton Carter	125 00	C. B. Hammett	47 82
G. J. West	12 13	Agnes Noland	3 60
S. Wood	5 50	Mose	6 00
Howard Clark	125 00	Montgomery ac.	38 65
A. G. Brown	250 00	J. B. Herring	4 67
F. B. Harwood	18 50	Elias Washington	5 03
T. H. Vaughan	22 55	C. J. Klar	122 34
J. W. Moore	6 48	M. C. Harper	5 75
L. W. Grayson	9 90	Schuster	4 00
G. L. Butler	2 90	Jno. Hart	62 73
J. I. W. Ross	38 80	J. M. Martin	6 85
R. H. Forman	2 88	Geo. Schober	65 29
P. W. Shepherd	7 40	D. B. Wilcox	5 84
W. S. Montgomery	7 32	Burkley & Co	10 22
C. Collier	22 26	E. G. Baker	6 50
Joe Taylor	5 30	Mrs. C. W. Poole	0 00
H. Scanlan	3 25	E. Reynolds	2 10
G. D. Stewart	4 58	Spame Burke	9 25
E. Davis	21 99	Miss J. Noland	22 64
Miss Pintard	61 14	Gabe Moore	19 83
C. J. Pintard	144 05	Rodney Terry	8 30

Grand Total $12,146 34

158 EXHIBIT "5."

$467.71. 46c. ex. LOUISVILLE, KY., *Feb'y 19th*, 1881.

Pay to the order of Owsley & Co., with current rate of exchange on New York, and charge to ac. of J. W. Broughton, ag't, Rodney, Miss., four hundred sixty-seven $\frac{71}{100}$ dollars. Value received.

CHAS. E. BEYNSOTH.

To Stewart Bros. & Co., New Orleans, La.

No. 595.

[On the side:] Owsley & Co.

(Endorsed:) Pay A. Luria, cas. for collection and remittance. Owsley & Co. Louisiana Nat'l. Bank. Paid to Henri Campbell.

WICKHAM AND PENDLETON,

$263.75. ST. LOUIS, *M'ch 16th*, 1881.

Pay to the order of ourselves, as advised B. L. attached, two hundred and sixty-three $\frac{75}{100}$ dollars, value received, and charge to ac. of Mr. John W. Broughton, ag't.

WICKHAM & PENDLETON.

To Messrs. Stewart Bros. & Co., New Orleans, La.

No. 12883.

[Endorsed across the face:] Paid M'ch 18, 1881. New Orleans, La.

(Endorsed:) Wickham and Pendleton. Pay Hibernia Nat'l B'k, or order, for collection, account of Mechanic Bank, St. Louis. R. R. Hutchinson, cashier.

159 Office of Scharff & Bernheimer, 322 North Main Street,

$304.60 & ex. 76 cts. ST. LOUIS, MO., *M'ch 23rd*, 1881.

At sight pay to the order of ourselves three hundred and four $\frac{60}{100}$ dollars, value received, with exchange on New York or St. Louis, ac. J. W. Broughton, Esq., ag't, Rodney, Miss.

SCHARFF & BERNHEIMER.

To Stewart Bros. & Co., N. O., La.

No. 10040.

(Endorsed:) Mess. Meyer, Weis & Co. Scharff & Bernheimer, pr. Seinor.

Office of Scharff & Bernheimer, 322 North Main Street,

$180.70 & ex. 45 cts. ST. LOUIS, MO., *M'ch 28th*, 1881.

At sight pay to order of ourselves one hundred and eighty and $\frac{70}{100}$ dollars, value received, with exchange on New York or St. Louis, — ac. J. W. Broughton, Esq., ag't, Rodney, Miss.

SCHARFF & BERNHEIMER.

To Messrs. Stewart Bros. & Co., New Orleans, La.

No. 10037.

(Endorsed:) Mess. Meyer, Weis & Co., pr. Seinor.

160 Office of Scharff & Bernheimer, 320 & 322 N. Main Street.

$83.70 & ex. 21c. ST. LOUIS, *May 2nd*, 1881.

At sight pay to the order of ourselves eighty-three $\frac{70}{100}$ dollars, value received, with exchange on New York or St. Louis.

Ac. J. W. Broughton, Esq., ag't, Rodney, Miss.

SCHARFF AND BERNHEIMER.

To Mess. Stewart Bro. & Co., New Orleans, La.

No. 10204.

(Endorsed:) Mess. Meyer, Weis & Co. Scharff & Bernheimer. Meyer, Weis & Co., per Senior.

$157.15. NEW YORK, *Sept. 15th*, 1880.

On March 1st, after date, I promise to pay to the order of Edwin Bates & Co. one hundred and fifty-seven & $\frac{15}{100}$ dollars at office Stewart Bros. & Co., New Orleans. Value received, with exchange on New York.

Due M'ch 4, '81. JNO. W. BROUGHTON, *Ag't.*

Residence, Rodney, Miss.

[On the side:] Edwin Bates & Co.

[Endorsed across the face:] Nat. Bank, paid March 5, 1881, New Orleans. Stewart Bros. & Co., paid 5 M'ch, New Orleans, La.

(Endorsed:) Pay to the order of La. Nat. Bank, for collection, account of Edwin Bates & Co. W. G. Clapp, att'y.

161 $37.35. RODNEY, *Miss.*, ——, 187–.

At sight pay to order of Vicksburg Bank thirty-seven $\frac{35}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 734.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay State Nat. Bank, N. O., or order, for account of Vicksburg Bank. T. R. Roach, cashier. Stewart Bros. & Co., paid 6 April, New Orleans, La. State Nat'l Bank, paid, New Orleans.

$78.30. RODNEY, *Miss.*, 2 | 15, 1881.

At sight pay to the order of Miss M. B. Inge seventy-eight $\frac{30}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 690, 50471 blk.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to order of Chamberlain & Petterson. Miss M. B. Inge. Chamberlain & Petterson. Pay to the order of

Canal Bank of New Orleans. Britton & Kountz. New Orleans Canal & Banking Co., paid. Stewart Bros. & Co., paid 21 Feb., New Orleans, La.

$130.00. RODNEY, *Miss.*, 2 | 17. 1881.

At sight pay to the order of Jno. C. McClaskey, Esq., one hundred and thirty dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

To Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 692.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] John E. McClaskey. Meyer, Weis & Co., per Seinor. Stewart Bros. & Co., paid 25 Feb'y, New Orleans, La.

$127.95. RODNEY, *Miss.*, 2 | 17, 1881.

At sight pay to the order of H. L. Winters, Esq., one hundred and twenty-seven $\frac{95}{100}$ dollars, value received, which charge to account of.

JNO. W. BROUGHTGN, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 692.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed on the face:] Pay Henry Frank, or order. H. L. Winter, per H. L. W., Jr. Pay Meyer, Weis & Co. Henry Frank. Meyer Weis & Co., per Seinor. Stewart Bros. & Co., paid 25 Feb., New Orleans, La.

162 $150.00. RODNEY, MISS., 2 | 17, 1881.

At sight pay to the order of Jno. C. McClaskey, Esq., one hundred & fifty dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Messrs. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 691.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay Stewart Bros. & Co. J. C. McCloskey. Stewart Bros. & Co. Paid 26 M'ch, New Orleans, La.

$36.40. RODNEY, MISS., 2 | 18, 1881.

At sight pay to order of Mississippi Valley Bank thirty-six $\frac{40}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't*

Messrs. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 696.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay German Nat'l Bank of New Orleans, La., or order, for account of Mississippi Valley Bank, Vicksburg, Miss. Thos.

$415.00. RODNEY, MISS., 2 | 18, 1881.

At sight pay to the order R. M. Johnston, Esq., four hundred & fifteeen & $\frac{00}{100}$ dollars, value received, which charge to accouut of—

JNO. W. BROUGHTON, *Ag't.*

Messrs. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 694.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay Stewart Bros. & Co. R. M. Johnston. Stewart Bros. & Co.'s Bank, New Orleans.

163 $154.79. RODNEY, MISS., 2 | 19, 1881.

At sight pay to the order of Vicksburg Bank one hundred and fifty-four & $\frac{79}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Messrs. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 697.

[On the side:] John W. Broughton, ag't.

[Endorsed across the face:] Pay State Nat'l Bank for account of Vicksburg Bank. T. R. Rouch, cashier. State Nat'l Bank, New Orleans. Stewart Bros. & Co., at New Orleans.

$100.00. RODNEY, MISS., 2 | 19, 1881.

At sight pay to the order of Jas. Hart, Esq., one hundred & $\frac{00}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Messrs. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 698.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay W. K. Bunder. Jas. Hart. W. K. Bunder. Pay State Nat'l Bank for ac't of Vicksburg Bank; T. R. Rouch, cashier. State Nat'l Bank, paid, New Orleans. Stewart Bros. & Co., paid, 2nd Feb'y, New Orleans.

$140.00. RODNEY, MISS., *Feb'y 21st*, 1881.

At sight pay to the order of J. B. Herring one hundred & forty dollars, value received, which charge to the account of—

JNO. W. BROUGHTON, *Ag't.*

Messrs. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 699.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to E. H. McCloskey, or order. J. B. Herring. Pay Stewart Bros., or order. E. H. McCloskey. Stewart Bros. & Co., paid, 21 March, New Orleans.

164 $100.00. RODNEY, MISS., *Feb.* 23, 1881.

At sight pay to the order of H. L. Winters, Esq., one hundred dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Messrs. Stuart Bros. & Co., 46 Union street, New Orleans, La.

No. 700.

[On the side:] Jno. W. Rodney, ag't.

[Endorsed across the face:] Pay order of Scharff & Bernheimer. H. L. Winters, by H. L. W., Jr. Pay to the order of Meyer, Weis & Co., for collection acc't of Scharff & Bernheimer. Stuart Bros. & Co. Paid at sight. New Orleans.

$183.00. RODNEY, MISS., 2 | 23, 1881.

At sight pay to the order of Jas. Hart, Esq., one hundred and eighty-three & $\frac{0\,0}{1\,0\,0}$, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stuart Bros. & Co., 46 Union street, New Orleans, La.

No. 701.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay W. K. Bender. Jas. Hart. W. K. Bender. Pay State Nat. Bank or order, for account of Vicksburg bank, Vicksburg, Miss. J. R. Roach, cashier. State Nat. Bank, paid, New Orleans, La. Stuart Bros. Co., paid, 28 Feb'y, New Orleans.

$52.60. RODNEY, MISS., 2 | 28, 1881.

At sight pay to the order of B. B. Cross, Esq., fifty-two & $\frac{6\,0}{1\,0\,0}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stuart Bros. & Co., 46 Union street, New Orleans, La.

No. 702.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] B. B. Cross. Thos. Rogers, Jr. Thos. Rogers, Jr. Stuart Bros. & Co., paid, 21 M'ch, New Orleans.

165 $66.13. RODNEY, MISS., *Feb'y 26th*, 1881.

At sight pay to the order of W. L. Harper, Esq., sixty-six $\frac{1\,3}{1\,0\,0}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stuart Bros. & Co., 46 Union street, New Orleans, La.

No. 703.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] W. L. Harper. Pay to the order of Canal Bank of New Orleans. Britton & Kountz. New Orleans, paid, Canal Banking Co. Stuart Bros. & Co., paid, 26 Mar., New Orleans.

$300.00. RODNEY, MISS., 2 | 26, 1881.

At sight pay to the order of Jno. C. McCloskey, three hundred $\frac{00}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stuart Bros. & Co., 46 Union street, New Orleans, La.

No. 704.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay Stuart Bros. & Co., or order. J. E. McCloskey. Stuart Bros. & Co., paid, 26 March, New Orleans.

$60.23. RODNEY, MISS., 2 | 28, 1881.

At sight pay to the order of Jno. Hart, Esq., sixty & $\frac{23}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans.

No. 705.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Wm. Baker, or order. John Hart. Wm. Baker. B. B. Cross, ag't. Str. E. Richardson; E. C. Conn, cl'k. Stewart Bros. & Co., paid, 8 Mar., New Orleans.

$29.80. RODNEY, MISS., 2 | 28, 1881.

At sight pay to the order of H. L. Winters, Esq., twenty-nine & $\frac{80}{100}$ dollars, value received, which charge to the account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. Co., 46 Union street, New Orleans, La.

No. 706.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay Schmidt & Zegler, or order. H. L. Winters, per H. L. W., Jr. Schmidt & Zegler, per str. Richardson. Stewart Bros. & Co., paid, 6 Mar., New Orleans.

166 $67.00. RODNEY, MISS., 2 | 26, 1881.

At sight pay to the order of J. & C. Klan sixty-seven dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 726.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to order of H. L. Winters. J. & C. Klan. Pay to order of Scharff & Bernheimer. H. L. Winters, by H. L. W., Jr. Pay to the order of Meyer, Weis & Co. for collection account of Scharff & Bernheimer. Meyer, Weis & Co., New Orleans. Stewart Bros. & Co., paid, 2 Ap'l, New Orleans.

$397.45. RODNEY, MISS., 3 | 1, 1881.

At sight pay to the order of Rob't Tweed, Esq., three hundred and ninety-seven & $\frac{45}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 708. 50,718 O. K.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay Britton & Kountz, order. Rob't Tweed. Pay to the order of Carrol Burk, of New Orleans. Britton & Kountz, New Orleans. Paid Carrol Bunking, Esq. Stewart Bros. & Co., paid, 9 Mar., New Orleans.

$164.03. RODNEY, MISS., 3 | 1, 1881.

At sight pay to the order of B. B. Cross one hundred and sixty-four $\frac{03}{100}$ dollars, value received, which charge to the account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 707.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to the order of Str. Jas. Howard. B. B. Cross, ag't. Wm. Royer. Stewart Bros. & Co., paid, 7 M'ch, New Orleans.

167 $100.00. RODNEY, MISS, 3 | 2, 1881.

At sight pay to the order of J. L. Burkley, Esq., one hundred & $\frac{00}{100}$ dollars, value received, which charge to the account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 709.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to the order of Arthur Carr & Co. J. L. Burkley. A. Carr & Co., by A. J. Pittman. Stewart Bros. & Co., paid, 5 Mar., New Orleans.

$100.00. RODNEY, MISS., *Mar. 2nd*, 1881.

At sight pay to the order of H. L. Winters, Esq., one hundred dollars, value received, which charge to account of—

JNO. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 710.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay Scharff & Bernheimer, or order. H. L. Winters, per H. L. W., Jr. Pay to the order of Meyer, Weis & Co. for collection account of Scharff & Bernheimer. Meyer, Weis

& Co., per Swarn. Stewart Bros. & Co., paid, 18 M'ch, New Orleans.

$150.00. RODNEY, MISS., 3 | 3, 1881.

At sight pay to the order of Ky. Wagon M'uf'g Co. one hundred & fifty & $\frac{00}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 711.

[On the side:] Jno. W. Broughton, agent.

[Endorsed across the face:] Ky. Wagon M'uf'g Co. C. B. Robeson, sect'y. Louisville Nat. Bank. Paid New Orleans, La. Stewart Bro. & Co., paid, 7 M'ch, New Orleans.

$30.00. RODNEY, MISS., *Mar. 4th*, 1881.

At sight pay to the order of H. L. Winters, Esq., thirty dollars, value received, which charge to the account of—

168 J. W. BROUGHTON, *Ag't*,
Per PINTARD.

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 712.

[On the side:] J. W. Broughton, ag't.

[Endorsed across the face:] Pay Scharff & Bernheimer, or order. H. L. Winters, pr. H. L. W., Jr. Pay to the order of Canal Bank for collection account of Scharff & Bernheimer, New Orleans. Paid Canal Bank. Stewart Bros. & Co., paid, 16 Mar., New Orleans.

$70.50. RODNEY, MISS., *March 4th*, 1881.

At sight pay to the order of Jas. Stewart, Esq., seventy & $\frac{50}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't*,
P'r PINTARD.

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 713.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to order of S. Gamble. James Stewart. S. Gamble. Stewart Bros. & Co., paid, 10 Mar, New Orleans.

$159.89. RODNEY, MISS., *Mar. 4th*, 1881.

At sight pay to the order of B. B. Cross, ag't, one hundred and fifty-nine $\frac{89}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't*,
P'r PINTARD.

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 714.

[On the side:] Jno. W. Broughton, ag't.
[Endorsed across the face:] B. B. Cross, ag't. $1182. Joseph Hart. W. K. Bender. Pay State Nat'l Bank, N. O., or order, for collection account of Vicksburg Bank. T. R. Roach, cashier. State Nat'l Bank, paid, New Orleans. Stewart Bros. & Co., paid, 10 M'ch, New Orleans.

$300.00. RODNEY, MISS., *Mar. 5th*, 1881.

At sight pay to the order of Rob't Tweed, Esq., three hundred dollars, value received, which charge to the account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 715.

[On the side:] Jno. W. Broughton, ag't.
[Endorsed across the face:] Rob't Tweed. H. Allen & Co. Commission. Stewart Bros. & Co., paid, 15 M'ch, New Orleans.

169 $113.65. RODNEY, MISS., 3 | 5, 1881.

At sight pay to the order of Vicksburg Bank one hundred & thirteen & $\frac{65}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 716.

[On the side:] J. W. Broughton, ag't.
[Endorsed across the face:] Pay State Nat'l Bank, N. O., or order, for account of Vicksburg Bank. T. R. Roach, cashier. State Nat'l Bank, paid, New Orleans. Stewart Bros. & Co., paid, 9 M'ch, New Orleans.

$100.00. RODNEY, MISS., 3 | 8, 1881.

At sight pay to the order of D. T. Herrell, Esq., one hundred dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 717.

[On the side:] Jno. W. Broughton, ag't.
[Endorsed across the face:] Pay to the order of Freiberg & Levi. Rodney, Miss., M'ch 10, 1881. D. T. Herrell. Freiberg & Levi. Pay State Nat'l Bank, or cashier, for account of Seasongood, Sons & Co. State Nat'l Bank, paid, New Orleans. Stewart Bros. & Co., paid, 17 M'ch, New Orleans.

$500.00. RODNEY, MISS., 3 | 12, 1881.

At sight pay to the order of the Vicksburg Bank five hundred dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 718.

[On the side:] Jno. W. Broughton, ag't.
[Endorsed across the face:] Pay to State Nat'l Bank, N. O., or cashier, for account of Vicksburg Bank. T. R. Roach, cashier. State Nat'l Bank, paid, New Orleans. Stewart Bros. & Co., paid, M'ch 18, New Orleans.

$150.00. NEW ORLEANS, 17 *March*, 1881.

Pay to the order of Simon & Kahn one hundred and fifty dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., city.

No. —.

[Endorsed across the face:] Simon & Kahn. S. D. O. K. Please remit.

170 $94.00. RODNEY, MISS., 3 | 20, 1881.

At sight pay to the order of Green's Bank ninety-four & $\frac{00}{100}$ dollars, value received, which charge to account of—

JNO. BROUGHTON, *Ag't.*

Mess. Stewart Bros. Co., 46 Union street, New Orleans, La.

[On the side:] Jno. W. Broughton, ag't.
[Endorsed across the face:] Pay to Union Nat'l Bank, order, for collection. J. & T. Green, Jackson, Miss. Union Nat'l Bank, paid, New Orleans. Stewart Bros. & Co. paid, 28 M'ch, New Orleans.

$11.20. RODNEY, MISS., *Mar.* 21*st*, 1881.

At sight pay to the order of Rob't Cox, Esq., eleven & $\frac{20}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 719.

[On the side:] Jno. W. Broughton.
[Endorsed across the face:] Pay to H. Dudley Coleman. Rob't Cox, per Lock. H. W. Coleman. A. G. Chaffe. Stewart Bros. & Co., paid, 24 M'ch, New Orleans.

$448.00. RODNEY, MISS., 3 | 21, 1881.

At sight pay to the order of Vicksburg Bank four hundred and forty-eight & $\frac{00}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 722.

[On the side:] Jno. W. Broughton, ag't.
[Endorsed across the face:] Pay to State Nat. Bank N. O. for account of Vicksburg Bank. J. R. Roach, cash'r. State Nat. Bank, paid, 28 M'ch, New Orleans.

171 $136.68. RODNEY, MISS., 3 | 25, 1881.

At sight pay to the order of James Stewart, Esq., one hundred and thirty-six & $\frac{68}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.
No. 723.

[On the side:] Jno. W. Broughton, ag't.
[Endorsed across the face:] Pay to order of S. Gumble, Esq. S. Gumble. Stewart Brothers, paid, 28 M'ch, New Orleans.

$145.00. RODNEY, MISS., *Mar. 25th*, 1881.

At sight pay to the order of Joseph Hart, Esq., one hundred and forty-five dollars, value received, and charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans.
No. 724.

[On the side:] J. W. Broughton, ag't.
[Endorsed across the face:] Pay W. K. Bender. Joseph Hart. W. K. Bender. Pay State Nat. Bank N. O., or order, for account of Vicksburg Bank. T. R. Roach, cashier. State Nat. Bank, paid, New Orleans. Stewart Bros. & Co., paid, 29 Mar., New Orleans.

$384.00 RODNEY, MISS., *Mar. 25th*, 1881.

At sight pay to the order of Rob't Tweed, Esq., three hundred and eighty-four dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.
No. 725.

[On the side:] Jno. W. Broughton, ag't.
[Endorsed across the face:] Pay Graham, Black & Co., or order. Robert Tweed. Graham, Black & Co., per Smith. Stewart Bros. & Co., paid, 31 March, New Orleans.

$100.00. RODNEY, MISS. *Mar. 28th*, 1881.

At sight pay to the order of Geo. Heckler, Esq., one hundred dollars, value received, and charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.
No. 727.

[On the side:] Jno. W. Broughton, ag't.
[Endorsed across the face:] Pay Mess. Wickham & Pendleton, or order. Geo. Heckler. Wickham & Pendleton. Pay Hibernia Nat. Bank for collection for account of Mechanics' Bank, St Louis. P. R. Hutchins, sec't'y. Stewart Bros. & Co., paid, 7 April, New Orleans.

172 $107.75. RODNEY, MISS., 3 | 28, 1881.

At sight pay to the order of B. B. Cross, Esq., one hundred & seven & $\frac{75}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 728.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] B. B. Cross, ag't. J. B. Woods, ag't, per G. Sudinery. Stewart Bros. & Co., paid, 2 Ap'l, New Orleans.

$50.00. RODNEY, MISS., 3 | 29, 1881.

At sight pay to the order of Jno. J. Adams & Co. fifty dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 729.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Jno. J. Adams & Co., per H. J. O. Davies. Stewart Bros. & Co., paid, 3 Apr'l, New Orleans.

$128.40. RODNEY, MISS., 3 | 29, 1881.

At sight pay to the order of L. Ross, Esq., one hundred and twenty-eight & $\frac{40}{100}$, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 730.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay A. M. Harding & Co., or order, L. Ross. A. M. Harding & Co. pay A. Luria & Co., for collection amount of Third Met. Bank, St. Louis. J. J. Stoddard, cashier. Louisiana State Bank, paid, New Orleans. Stewart Bros. & Co., paid, 9 Apr'l, New Orleans.

$75.40. RODNEY, MISS., 3 | 29, 1881.

At sight pay to the order of Geo. Heckler, Esq., seventy-five & $\frac{40}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 731.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to Mess. Wickham & Pendleton. Geo. Heckler. Wickham & Pendleton. Pay Hibernian Nat. Bank, or order, for collection amount Mechanics' Bank, St. Louis. R. R. Hutchinson, cash., surr. Stewart Bros. & Co., paid, 6 Apr'l, New Orleans.

173 $155.64. RODNEY, MISS., 3 | 29, 1881.

At sight pay to the order of Vicksburg Bank one hundred and fifty-five $\frac{64}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 732.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] No. 35. Pay State Nat. Bank, N. O., for colection account of Vicksburg Bank. State Nat. Bank, paid, New Orleans. Stewart Bros. & Co., paid, 9 Apr'l, New Orleans.

$105.20. RODNEY, MISS., *Apr. 2nd*, 1881.

At sight pay to the order of James Stewart, Esq., one hundred and five $\frac{20}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart. Bros. & Co., 46 Union street, New Orleans, La.

No. 733.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay S. Gumble, Esq. James Stewart. S. Gumble. Keller & Co. Stewart Bros. & Co, paid, 4 Apr'l, New Orleans.

$300.00. RODNEY, MISS., 4 | 7, 1881.

At sight pay to the order of Wickham & Pendleton three hundred $\frac{00}{000}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 735.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Wickham & Pendleton. Pay Hibernian Bank, or order, for collection account of Mechanics' Bank, St. Louis. R. R. Hutchinson, cash'r. Stewart Bros. & Co., paid, 13 Apr'l, New Orleans.

$120.00. RODNEY, MISS., *Ap'l* 8, '81.

At sight pay to the order of Jas. H. Hall & Co. one hundred and twenty $\frac{00}{100}$, value received.

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 736.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Jas. H. Hall & Co. Stewart Bros. & Co., paid, 13 Apr'l, New Orleans.

174 $310.00. RODNEY, MISS., *Apr. 8th*, 1881.

At sight pay to the order of Joseph, Hart, Esq., three hundred and ten dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 737.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay W. K. Bender. Joseph Hart. W. K. Bender. Pay State Nat. Bank, or order, account Vicksburg Bank. T. R. Rook, cashier. Louisiana State Bank, paid, New Orleans. Stewart Bros. & Co., paid, 11 April, New Orleans.

$100.00. RODNEY, MISS., 4 | 13, 1881.

At sight pay to the order of Jos. Hart, Esq., one hundred dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 738.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to J. Tarleton, cashier, for collection Citizens' Bank, paid, New Orleans. Stewart Bros. & Co., paid, 19 April, New Orleans.

$125.00. RODNEY, MISS., 4 | 16, 1881.

At sight pay to the order of Jos. Hart, Esq., one hundred and twenty-five $\frac{00}{00}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 740.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to the order of P. Schmidt & Zeigler, New Orleans. Jos. Hart. Schmidt & Zeigler, per Geo. W. Bering. Stewart Bros. & Co., paid, 14 Apr'l, New Orleans.

$83.05. RODNEY, MISS., *Apr'l* 29, 1881.

At sight pay to the order of B. B. Cross, Esq., eighty-three & $\frac{05}{100}$ dollars, value received, which charge to account of—

J. W. BROUGHTON, *Ag't,*
Per PINTARD.

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 741.

[On the side:] J. W. Broughton, ag't.

[Endorsed across the face:] B. B. Cross, ag't. Draw bearer. Stewart Bros. & Co., paid, 2 May, New Orleans.

175 $200. RODNEY, MISS., 5 | 4, 1881.

At sight pay to the order of Wickham & Pendleton two hundred $\frac{00}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 742.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Wickham & Pendleton. Pay Hibernian Nat. Bank for collection, account of Mechanics' Bank, St. Louis. R. R. Hutchinson, cash'r. Hibernian Nat. Bank, paid, New Orleans. Stewart Bros. & Co., paid, 14 April, New Orleans.

$44.25. RODNEY, MISS., 5 | 7, 1881.

At sight pay to the order of Messrs. Wickham & Pendleton forty-four & $\frac{25}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. ——.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Wickham & Pendleton. Pay Hibernian Nat. Bank for collection account of Mechanics' Bank, St. Louis. R. R. Hutchinson, cash'r. Hibernian Nat. Bank, paid, New Orleans. Stewart Bros. & Co., paid, 16 May, New Orleans.

$40.00. RODNEY, MISS., *May 7th*, 1881.

At sight pay to the order of H. L. Winters, Esq., forty dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 744.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to the order of Scharff & Bernheimer. H. L. Winters, per H. L. W., Jr. Pay to the order of Meyer, Weiss & Co. for collection, account Scharff & Bernheimer. Meyer, Weiss & Co. Stewart Bros. & Co., paid, 16 May, New Orleans.

176 $100.00. RODNEY, MISS., 5 | 9, 1881.

At sight pay to the order of B. B. Cross, Esq., one hundred dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Messrs. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 747.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to order of Bell & Co. B. B. Cross. Pay to the order of Jas. J. Tarleton, C. Bell & Co., per Simon, C. B. of La. Citizens' Bank, paid, New Orleans. Stewart Bros. & Co., paid, 13 May, New Orleans.

$69.55. RODNEY, MISS., *May 10th*, 1881.

At sight pay to the order of Jas. Stewart, Esq., sixty-nine $\frac{55}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Mess. Stewart Bros. & Co., 46 Union St., New Orleans, La.

[On the side: Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to the order of J. F. Muse, cl'k st'r Natchez. John Janny, ag't st'r Natchez. Stewart Bros. & Co., paid, 14 May, New Orleans.

$79.79. RODNEY, MISS., 5 | 10, 1881.

At sight pay to the order of Geo. Heckler, Esq., seventy-nine & $\frac{79}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't*

Mess. Stewart Bros. & Co., 46 Union St., New Orleans, La.

No. 749.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to st'r Henry Frank. Geo. Heckler. Pay Meyer, Weis & Co. Henry Frank. Meyer, Weis & Co., pr. Simon. Stewart Bros. & Co., paid, 17 May, New Orleans.

$100.00. RODNEY, MISS., 4 | 14, 1881.

At sight pay to the order of H. L. Winters, Esq'r, one hundred & $\frac{00}{100}$ dollars, value received, which charge to account of—

JNO. W. BROUGHTON, *Ag't.*

Messrs. Stewart Bros. & Co., 46 Union street, New Orleans, La.

No. 740.

[On the side:] Jno. W. Broughton, ag't.

[Endorsed across the face:] Pay to order of Schmedt & Ziegler. H. L. Winters, pr. H. L. W., Jr. Schmidt & Ziegler, pr. Geo. W. Emanuel. Stewart Bros. & Co., paid, 22 Apr., New Orleans, La.

177 *Exhibit No. 8 to Answers to Interrogatory 3 of Stewart Bros. & Co.*

Copy.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis. P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
No. 46 Union street.

Stewart, Gwynne & Co., Nos. 356 & 358 Front Street, Memphis, Tenn.

NEW ORLEANS, *June 19th*, 1875.

Mr. J. W. BROUGHTON, *Rodney, Miss.*

DEAR SIR: Mr. Hugh W. Brown is absent from the city. Will return to-morrow. He will attend to anything you may have written him about Monday, and write you by the Lee Tuesday.

Yours resp.,

(Signed) STEWART BROS. & CO.

Copy.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *July 10th*, 1875.

Mr. JOHN W. BROUGHTON, ag't, *Rodney, Miss.*

178 DEAR SIR: We received an order from Mr. Terry enclosed in a letter of Mr. Brown's. He requested us to ship on the "Katie," but the letter was not received until after the "Katie" left. We ship by to-day's packet. We have not been able to find a buyer yet for your few bales of cotton. Good cotton is in demand, middling selling at 15½c., and good mid. 16. The lower grades are not wanted at present. Your last bale is not merchantable, being below 300 lbs. in weight.

Yours respect.,
(Signed) STEWART BROS. & CO.

Mr. Terry owes before this invoice	$107 36
Am't invoice of this date	60 78
	$168 14

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants.

NEW ORLEANS, *July 19th*, 1875.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Mis.*

DEAR SIR: Your favor of the 16th inst., with inclosed, as stated, has been received. To your credit amount of dr'ft, $208.10.

179 Mr. Brown is absent on a pleasure trip.

Yours resp.,
(Signed) STEWART BROS. & CO.

Copy.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., 356 & 358 Front Street.

NEW ORLEANS, *Aug. 21st*, 1875.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: Enclosed find B | L for 130 bales ties and invoices for

the different parties, which you will please deliver with the ties. The boat don't want them tagged. They put all the ties of the same kind in one pile, and deliver the number of b'd'ls called for by the B | L. Your ties are all in good order. See that the boat delivers the same. Your 2 B | C stick to us. We cannot get a buyer, but hope to do so soon. We received the bag of wool. Not yet sold. It continues to rain here. There has been a light rain falling nearly all day. The city is unusually healthy for this season of the
180 year. We have not heard of a case of yellow fever. We believe there has not been one this summer.

Yours resp,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *Sept.* 1, 1875.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: We have received your first bale new cotton; it classes st. middling, and is worth about 14c. Not yet sold. The market has continued to decline until we believe it has about touched bottom. We now quote good, 12c.; l. mid., 13c.; mid., 13½c., and g. mid., 14¼. Mr. Brown went over the lake last Thursday and will return Monday morning; he will then attend to any business you may have written him about.

Yours resp.,
(Signed) STEWART BROS. & CO.

181 (Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

Stewart, Gwynne & Co., 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *Sept. 25th*, 1875.

Mr. J. W. BROUGHTON, *Rodney, Miss.*

DEAR SIR: There has been an active demand for cotton to-day. Closes 2925 bales, middling regained one ⅛ lost yesterday, which is the first turn we have had to a long gradual decline. We now quote gd. ord., 11¾; l. mid., 12¾; mid., 13⅛; g. mid., 13½. We sold to-day, for your account, S. F. 2 bales & P. 1 bale at 13c. We tried

hard to work off the balance, but the staple was objected to. Mr. Brown is absent but will be here Monday.

Yours, respe.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *Oct. 12th*, 1875.

182 Mr. J. W. BROUGHTON, Ag't, *Rodney Miss.*

DEAR SIR: We are in receipt of your favor of the 8th inst., enclosing note from Mr. J. W. Burch, which we herewith return you. You can tell Mr. Burch that we did all we could to dispose of the B | C he refers to, but that there was no demand for that grade of cotton, and latterly we could get no offer at all for it. We do not remember ever having received orders to sell at 11c., and even if we had, we would have been unable to obtain that price for it. We may have written you at one time that we were offered 11c. for it, when we thought it was worth more, and therefore would not sacrifice it, but the offer was never repeated, and the best and only day we had any afterwards was at the price which we sold. We regret that Mr. Burch is dissatisfied, but as we did the best for his interests that could be done, we can say no more. Our cotton market continues firm and active. We hand you under cover to-day's exchange report.

Yours truly, STEWART BROS. & CO.,
(Signed) Per BROWN.

183 (Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

Stewart Gwynne & Co., 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *June 21st*, 1876.

Mr. J. W. BROUGHTON, *Rodney, Miss.:*

DEAR SIR: We are in receipt of your favor of the 16th inst. & 17th, with enclosed as stated. We have placed the 3 S | D. to your ac. ---------- $80 00

We have sold the exchange on Louisville at ¼ prem. to your ac. ---------- 181 95

$261 95

There is a fair demand for cotton, prices have improved a little. We now quote l. ord., $9\frac{1}{2}$; ord., $8\frac{3}{4}$; good ord., $9\frac{3}{8}$, low mid., $10\frac{3}{4}$ to $10\frac{7}{8}$; mid., $11\frac{3}{4}$, & good mid., $12\frac{3}{4}$

Yours resp.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans Andrew D. Gwynne, Memphis.
P. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

Stewart, Gwynne & Co., 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *June 24th*, 1876.

184 Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: We are in receipt of your valued favor of the 21st int. with four hundred dollars ($400.00), U. S. currency enclosed, which we have placed to you cr. Our cotton market is dull and easier, though not yet quoted lower. Weather very warm.

Yours resp.,
(Signed) STEWART BROS. & Co.

Copy.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
46 Union Street.

Stewart, Gwynne & Co., 356 & 358 Front St., Memphis, Tenn.

NEW ORLEANS, *June 29th*, 1876.

Mr. J. W. BROUGHTON, *Rodney, Miss.:*

D'R SIR: We are in receipt of your favor of the 23rd. The cotton market is dull this week; prices declined $\frac{1}{4}$. There is not much difference between your prices and the prices here. We are in hopes you can make the expenses or more in your profits on the sale of mdse.

185 Yours resp.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

Stewart, Gwynne & Co., 356 & 358 Front Street, Memphis, Tenn.

NEW ORLEANS, *July 6th*, 1876.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 3rd inst., with enclosed as stated to your cr. $409.96. Cotton continues to decline. Middling is quoted to-day, in Liverpool, at $5\frac{7}{8}$ d.; lower for mid. we believe than it has been for 20 years. Here it is very dull. We quote dusty, 4 to 5; low ord., 7; ord., 8; good ord., 9; low mid., $10\frac{3}{8}$; mid., $11\frac{1}{4}$; as it generally is in dull markets, almost impossible to sell at quotations. Mr. W. E. H. Clagett writes us to advance him $200 or $300, and promises to ship his cotton to us. If he is first rate, prompt, and able to pay his debts, we will let him have it. Please let us know how he stands in this respect.

Yours respec.,
(Signed) STEWART BROS. & Co.

186 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
and P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

Stewart, Gwynne & Co., 356 and 358 Front St., Memphis, Tenn.

NEW ORLEANS, *July 13th*, 1876.

Mr. J. W. BROUGHTON, Ag't., *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 10th inst. We are sorry to hear of your being sick, but hope by this time you are all right again. Hugh is to be here by Aug. 1st. The reports of the growing crops in your part of the country is about the worst we have heard. It would be well for you to stick to your cash principles as near as possible, and try and keep your ac. with us close to the $5,000. There is some improvement in the Liverpool cotton market to-day. Prices have advanced $\frac{1}{16}$ d, which has given more firmness to the market without changing quotations.

Yours, respt.,
(Signed) STEWART BROS & CO.

187 (Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *July* 22, 1876.

Mr. J. W. BROUGHTON, Ag't., *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 18th inst. We will write you about the cotton in our next. At present buyers make no difference in prices on ac. of staple. We will advance bagging and ties to any planter you will recommend, they agreeing to ship us cotton. We also advance some pork, if necessary, but we do not care to advance but little of that, except the parties are first-rate and will ship considerable cotton. We wish to order what ties you or your friends will need from our house in Memphis. The American Cotton Tie Co. have the entire tie trade in their own hands, so that there is but one price (6c.) for the Arrow and (6¼) for the button,
or, $3.30 a bundle and $3.50 a bundle. Our Memphis house
188 are agents, and we are not. They get commissions for selling
any ties you may order. We will charge you no com's for buying. Ties we order for parties we will charge the usual com's.

Bagging we will buy here or in Memphis, or wherever we can do best.

Yours, respt.,
(Signed) STEWART BROS. & CO.

P. S.—There is a better feeling in the cotton market to-day, without any change in prices.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
46 Union Street.

NEW ORLEANS, *May 29th,* 1877.

Mr. J. W. BROUGHTON, *Rodney, Miss.*

DEAR SIR: You will please consult with Mr. Reeves Lewis, our attorney in the case against G. S. Jones, as to the best method to pursue in protecting our interest in the premises, and this will be your authority in whatever action you may take.

Yours, truly,
(Signed) STEWART BROS. & CO.,
P*p*ro. BROWN.

189 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis. P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *June* 23, 1877.

Mr. J. W. BROUGHTON, Ag't.

DEAR SIR: We are in receipt of your favor of the 19th, with enclosed as stated, S. D $110 77
Cr. Gold Lt. weight, 35 @ 1.02 ..... 35 70
5 @ 1.05 ..... 5 25

$151 72
Less pd. freight 50

To your credit $151 22

All well. Weather hot. Cotton dull.

Yours resp.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis. C. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *June 26th*, 1877.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*

190 DEAR SIR: We are in receipt of your favor of the 23rd inst., with S | D on Mess. Hugh, Allison & Co. for $150. The draft has been collected and the amount placed to your cr. There is a stronger feeling in the cotton markets of the world. No change in quotations here.

Yours, resp.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis. P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
46 Union Street.

NEW ORLEANS, *July* 17, 1877.

Mr J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: We received your ac. per str. Lee, 9 B | C, 8 of which we sold to-day at 11⅛. The market is quiet at the following quotations: Low ord., 9½; ord., 10; good ord., 10½; low mid., 11c. and 11⅜, and good mid., 11⅝. The demand is running on the low grades;

there is nothing wanted above 11¼. Mr. Brown is now absent and not expected here for two weeks. You will please address any
191 of your letters on business to Stewart Bros. & Co.

Yours resp'c.,

(Signed) STEWART BROS. & CO.

(Copy)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *July 24th*, 1877.

Mr. J. W. BROUGHTON.

D'R SIR: We are in receipt of your favor of the 20th inst. We would be much pleased to do business for W. J. Martin, and will feel much obliged to you if you can induce him to ship to us. The manufacturers here who made the last tobacco shipped you does not make "Cable Twist." Our cotton market is very quiet; not much doing; no change in prices.

Yours resp.,

(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
46 Union Street.

192 NEW ORLEANS, *March 8th*, 1878.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: Mr. James Newson has asked us for an advance of ($500.00) five hundred dollars, which we agree to give him, provided he deposits security for that amount with you for our account. When he gives you this security let us hear from you, so that we may honor his drafts.

Yours truly,

(Signed) STEWART BROS. & CO.
BROWN.

(Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
46 Union Street.

NEW ORLEANS, *June 21st*, 1878.

J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: Enclosed we hand you inv. of tobacco, amounting to

$48.03, at your dr. Your favor of the 10th inst. is at hand,
193 with enclosed drafts at your cr, $95.40. Be sure that these parties to whom we give advances are A No. 1, and will be likely to ship what they promise.

Yours truly,

(Signed) STEWART BROS. & CO.
BROWN.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
46 Union Street.

NEW ORLEANS, *Aug.* 7, 1878.

Mr. J. W. BROUGHTON.

DEAR SIR: We are in receipt of your favors of the 12th inst. & 14th inst. We have paid the st'r City of Alton two fr't bills, $11.75 & 12.80. We have not yet received invoice from Stewart, Gwynne & Co. As the fever is now in Memphis, we presume you will not be permitted to receive any bagging from there. We can send you all the ties you may order from here until things settle down a little. You should distribute the bagging and ties you have on hand in small quantities. By the time your friends
194 have a load of cotton to bring to town you will have plenty more. You have been buying cotton well lately. Try and keep it up. We are of the opinion that early receipts will bring best prices. Send in the 10 B | C as soon as you can. Mr. Brown is absent. All well.

Yours resp.,

(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Aug. 20th*, 1878.

Mr. J. W. BROUGHTON, Ag't.

DEAR SIR: We are in receipt of your favor with J. S. Thompson's check on the State Nat'l Bank for $69.90. The bank only owed him $63.72. We deposited with the bank the difference, $5.98, for his credit, which made the check good. So we have placed to cr. $63.72.

We have also rec'd and collected dr'ft on March, $50.00. To
195 your cr. $113.72. Mr. Marchen says he could not ship Dr. Noland because of quarantine. We have sent you by the str. "Cannon," the fob & ties ordered. We have not yet received invoice from Stewart, G. & Co. Your account now shows a debit of over $14,000.00. This is too much, more than you have ever ordered

at one time. We are of the opinion you should not at any time owe us more than $10,000. If you let your customers have all the bagging and ties they want you will not see them or a bale of their cotton until frost. Let them have a little, enough to do them until they can send you a bale or two of cotton. Boats are so scarce we can — terms about freight. Hope the Cannon will not charge you too much. Mr. Brown is still absent from the city. There is not much change in the price of cotton, except in that of the better grades; good to good mid. has declined about ¼ to ½.

Yours resp.,
(Signed) STEWART BROS. & CO.

196 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis. P. H. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Aug. 24th*, 1878.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 20th inst., with enclosed, as stated, all of which have gone to your cr., am't, $157.47. We have sold all of your cotton. Some not yet delivered. The new bale sold at 11c. It is the first new bale we have received. We could find no good champagne in ½ pint bottles, so we have sent you 2 doz. pints of the best we could buy. Your account continues to increase since we last wrote. We have paid several of your drafts, besides W. Pendleton's d'bt, which amounts to 359.70, with ¼ per cent. Do your best to reduce the account, but do not increase it. It is now larger than we ever agreed to run it, and larger than
197 we ever thought it would be. If you sell your mdse. at this time on acc., farmers will not pay soon. Their excuse will be that they are afraid to come to town.

Yours respe.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Sep.* 7, 1878.

Mr. J. W. BROUGHTON, Ag't.

DEAR SIR: As the "Yazoo Valley" did not arrive until to-day, we did not have an opportunity of selling your 6 B | C. We value them at 11c., though there are but few buyers for anything above mid. @ 10⅞. The receipts of cotton at Galveston & Savannah are very large, which is weakening prices.

Mr. Brown is at Miss. City. All connected with our office are well.

Yours respe.,
(Signed) STEWART BROS. & CO.

198 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Sept.* 21*st*, 1878.

Mr. J. W. BROUGHTON.

DEAR SIR: Enclosed find sale of 4 bales cotton. We have had no letter or cotton from you since the 16th inst. Mr. Brown is absent. The receipt of cotton since the first are 157,729 against 39,826 bales for the same time last year. This enormous increase is weakening prices in every cotton market.

Yours respe.,
(Signed) STEWART BROS. & CO.

(Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *May* 17*th*, 1879.

Mr. J. W. BROUGHTON, Ag't.

199 DEAR SIR: Yours of the 14th inst., enclosing draft for $175 on Messrs. Clark, has been received; d'f't collected and placed to your cr. Our market closes to-day strong, with $\frac{1}{8}$ advance on all grades. We quote low ord., $11\frac{1}{2}$; ord., $11\frac{5}{8}$; good ord., 12; low middling, $12\frac{1}{2}$; mid., $12\frac{5}{8}$; good mid., 13; mid., fair, $13\frac{1}{4}$. Mr. Brown is on leave of absence for a few days.

Yours resp.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, 30 *Aug.*, 1879.

Mr. J. W. BROUGHTON, *Rodney, Miss.*

DEAR SIR: We credit you with $24.75, proceeds of d'f't on Alcorn University; $14.60 for gin boxes returned, less 75c. paid on same. We advised you yesterday that it would be better

to go north by way of Brookhaven, as you would be in no danger of trouble from quarantine, and as there was no special
200 reason for your coming this way. We did this more because should you feel at all unwell on your arrival at any point north, coming from this place, they might put — out of any hotel, and not that we feared you would run any risk in coming this way. The few cases of fever that we have now, and have had, are nothing more than usual with us each season, and being confined to the upper (resident) district, we do not consider that there is any danger in persons coming here or goods being shipped from here. We make this explanation, as you may have misunderstood our telegram. Cotton closes firm a $\frac{1}{8}$c. advance.

Yours truly,

(Signed) STEWART BROS. & CO.
BROWN.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Sep. 4th*, 1879.

201 J. W. BROUGHTON, Ag't, *Rodney, Miss*

DEAR SIR: We credit you with the ($300) three hundred dollars d'ft on Graham, Black & Co. We sold your 1 B | C, m'k'd 1873 | L. M. yesterday @11$\frac{1}{2}$c., and to-day your 2 B | C 1817 | W H, 11$\frac{3}{8}$c., they class about st. mid. to good mid. We cannot tell whether they may not go higher yet. The weather for the rest of the month, together with the receipts, will affect prices and decide which way they will go. The present clear weather will, we trust, go far towards repairing any damage done by the storm, which we trust was not as severe with you as it was here. Present prices are high on account of the scarcity of the staple and competition between buyers, and if receipts come in freely they will probably drop, so buy closely what is offered. Low mid. and mid. are more in demand than the other grades. We send some oatmeal by Pargoud, this will last you for some time—20 lbs. would last you a year
202 almost. Cotton strong.

Yours, truly.

(Signed) STEWART BROS. & CO.
BROWN.

(Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
46 Union Street.

NEW ORLEANS, *9th Sept.*, 1879.

J. W. BROUGHTON, *Ag't, Rodney, Miss.*

DEAR SIR: We sold for your ac. to-day 6 B | C, [181], W. A. S. @ 11⅝, Crunt, 10 @ 11¾, and B 2, F[1] and H, 4 @ 12, which we trust will be satisfactory. Regret to learn that the storm created so much damage, but the fine dry weather succeeding should have enabled planters to save considerable of what cotton was blown out. We send the netts, but may not get the invoice in this. Prices advanced ⅛ to-day, except for low mid.

Except for low mid.

Yours truly,

(Signed) STEWART BROS. & CO.
BROWN.

203 (Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
46 Union Street.

NEW ORLEANS, *Aug. 12th*, 1880.

Mr. J. W. BROUGHTON, *Ag't, Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 9th inst. Mr. B. said nothing to us when we was here about bagging & ties. We have no doubt but that he can buy as low in this market as he can elsewhere. We enclose invoice for the 50 bdls. ordered and bdle. of twine. Please give us Mr. Broughton's address, as we wish to write to him. We sold yesterday 31 B | C for your ac., No. 36 @ 12c., Nos. 37 & 38 @ 11⅝. The market is very dull, and we expect low prices. We learn that some parties are offering to deliver middling here in a few days from Texas @ 11c.

We presume you will have new cotton in your market soon. Here the market is very dull, with 30,000 bales of the old crop to sell yet.

We quote l. ord., 7¾; ord., 8⅜; g. ord., 8⅞; l. mid., 10⅞; mid.,
204 11⅝; g. mid., 12⅛; stained, 1 to 1½c. less.

We are also in receipt of another of your favors of the 9th inst., with J. E. Henry's d'ft on us for $50 00
D'ft on us, Graham Buck 7 58

$57 58

To your credit, $57.58.

Yours truly,

(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Haly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Aug.* 17*th*, 1880.

MR. J. W. BROUGHTON, *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 10th inst., with enclosed, as stated, to your credit, $200.00. The cotton market is quiet. Low ord., 7¾; ord., 8⅝; good ord., 9⅓; low mid., 10⅞; mid., 11⅝; good mid., 12⅛; stained, 1 to 1½c. less. We presume there will soon be some new cotton offered for sale at your place. Most of the new cotton we have seen has been ginned too damp; it
205 is badly cut and knapped. This injures the sale very much. It will also fall off in weight. Buy as cheap as you can.

Yours respec.,
(Signed) STEWART BROS. & CO.

Andrew W. Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Aug.* 18*th*, 1880.

MR. J. W. BROUGHTON,
C. o. Edwin Bates & Co., P. O. box 3067, *New York.*

DEAR SIR: Reports coming from the neighborhood of Rodney represent the crops prospect still good. Some other parts have had too much rain. This time last year you owed us $19,862.00. This, we considered, a larger amount than we thought necessary to your business, but to-day you owe us $23,970.92. The writer has kept such a stock of goods as you do, and we are satisfied, if you buy your stock carefully, and work off unseasonable goods, so as you
206 will not have too much of any kind [of] stock. You can run the business on less. The amount is rather startling, and we hope you will not increase it.

Yours resp.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Haly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
No. 46 Union Street.

NEW ORLEANS, *Aug.* 26*th*, 1879.

MR. J. W. BROUGHTON.

DEAR SIR: We are in receipt of your favor of 21st inst., with enclosure, to your ac., $200.00 & 13.40. We sold your new bale at 11⅜,

not yet delivered. The market is unsettled. Much cotton for August delivery, on spot cotton, 11¾; for Sept. delivery ¼c. less.

Yours resp., (Signed) ——— ———.

207 (Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Aug. 28th*, 1880.

Mr. JNO. W. BROUGHTON, Ag't.

DEAR SIR: Enclosed find invoice of bagging ordered, which, we trust, will please. Cotton market dull, there was not a sale to-day.

Yours resp.,
(Signed) STEWART BROS. & CO.

(Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & and Commission Merchants.
46 Union Street.

NEW ORLEANS, *Aug. 31st*, 1880.

Mr. J. W. BROUGHTON, Ag't.

DEAR SIR: We have sold for your ac. 1813, No. 3, @ 11⅞. No. 2 is not so good, and not sold. We are holding it @ 11½. The market has a declining tendency, with but little demand.

Yours resp.,
(Signed) STEWART BROS. & CO.

208 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Haley, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Sep'r 3rd*, 1880.

Mr. J. W. BROUGHTON, Ag't.

DEAR SIR: You have $3,000.00 insurance on stock expired to-day in the Factors' & Traders'. We have asked them to keep it covered for a few days until we can hear from you. Will we renew it in the same building? Cotton continues to decline. Mid. is now worth 11c., which is a reduction of ¾ in five days. We quote l. ord. 8⅜; good ord., 9⅜; low mid., 10½; mid., 11, & good mid., 11⅜.

Yours resp.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Mershants,
46 Union Street.

NEW ORLEANS, *Sep.* 4, 1880.

Mr. J. W. BOUGHTON, Ag't.

209 DEAR SIR: We have sold No. 3 @ 11⅜. Two bales received to-day not yet sold. The receipts larger, and lower prices expected.

Yours resp.,
(Signed) STEWART BROS. & CO.

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors and Commission Merchants,
46 Union Street.

NEW ORLEANS, 7 *Sep.*, 1880.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: In accordance with your telegram of last night, we send you by str. Lee ($300) three hundred dollars currency and 10 hef. rolls bagg., invoice of which we herewith enclose. We sold for your ac. yesterday No. 5, 6, & 8, 3 B | C @ 10⅝, No. 4 & 7, 2 B | C @ 11c., and to-day No. 9, 1 B | C @ 11⅜.

Yours truly,
(Signed) STEWART BROS. & CO.,
BROWN.

210 (Copy.)

Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis.
P. H. Hayly, Memphis.

Office of Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *Sept. 11th*, 1880.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of 8th & 9th inst. We have shipped per Natchez the articles ordered. You will see by invoice the advance in bagging, but, as it has advanced in all markets, we had to pay it, as we could do no better. Cotton seems to come into Rodney slowly. We hope to receive something from you by the Yazoo valley. Reports of the damage to crops by excessive rains have influenced prices. Our market closes firm—l. ord., 9c.; g. ord., 10¼; l. mid., 10⅝; mid., 11⅜; & g. mid., @ 11¾.

Yours resp.,
(Signed) STEWART BROS. & CO.

(Copy.)

211 Andrew Stewart, New Orleans. Andrew D. Gwynne, Memphis. P. H. Hayly, Memphis.

Stewart Bros. & Co.,
Cotton Factors & Commission Merchants,
46 Union Street.

NEW ORLEANS, *June 9th*, 1881.

Mr. J. W. BROUGHTON, *Rodney, Miss.*

DEAR SIR: We are in receipt of your favor of the 4th inst. We telegraphed Wickham & Pendleton this morning, in answer to their dispatch to ship you $500.00 worth of articles ordered by you. We also wrote them some days ago to ship to Mr. Lake the articles you wrote for. Do not credit doubtful parties, and close by note in our favor all parties whom we are to let have any supplies. The sooner you do this all the better. Then, when you sell from the store you can get them to draw on us.

We are anxious to work these ac's through which you have agreed to run at as small advance as possible.

Yours resp.,
(Signed) STEWART BROS. & CO.

212 RODNEY, MISS., 14*th*, 1875.

Rec'd 7.50 p. m.

To STEWART & BROS. & Co., *N. O.:*

Have your friend appeared and arranged; pay Melin's draft.
J. W. BROUGHTON.

9 paid ½. (486.) Via Fayette.

Dated RODNEY, MISS., 12, 187–.

Rec'd 7.45. p. m., Jan. 13.

To HUGH W. BROWN,
Care Stewart Bros. & Co., N. O.

GENTS: Send Pargoud two hogsheads sugar, same as sent, different qualities.
J. W. BROUGHTON.

10 paid H'f Mc. Via Fayette. (487.)

RODNEY, *Aug. 16th*, 1'75.

Mess. STEWART BROS. & Co.

GENTS: Enclosed you will find P. B. January's s't draft, this date, on J. P. Macheca & Co. for $208.10. You will please collect same and place to my cr. I have drawn on you for Chas. M. Hanz & Bro. (Cains), No. 236, for $118.75. Please honor same, and oblige
Yours truly, J. W. BROUGHTON, *Ag't.*

213 RODNEY, 17*th Aug.*, 1875.

Mess. STEWART BROS. & Co.

GENTS: When you ship the tyes please have tags or some mark put on them, as the boats mix them up, and deliver any that comes

first, which often occurs, & the kind shipped is not often delivered. The rain for near a week, heavy rains, will put picking back a week at least. Some damage in the bottom land from wet and heavy winds with rain. I hope you will be able to close out on cotton soon. Dr. Mutherly instructed his managers to get any merchant here to advance a few bbls. pork & some Lowells for such as will want, he would pay for out of the first cotton shipped, which will be ready in 30 days from now; by this means I will be able to send the cotton after the Dr. is paid, & of others on the place who require no advances, that have been in habit of getting me to ship their cotton & get an advance on it, and balance when cotton is sold.

Sad experience has learned me that the only safe way to branch
213½ out for business now is upon cash basis, and take no chances for risk in shapes of profits or losses. Glenn advances all. All now know I do no long advances with a few gilt edge. I give 30 days, and this for no losses from such terms. I ship bay wool. Please sell.

Yours truly, J. W. BROUGHTON, *Agt.*

RODNEY, 20*th May*, 1875.

Mess. STEWART BROS & Co.

GENTS: I ship you 1 bale, E. W., 1813, (old,) cotton; it will have a good class in selling; you must enter on sales of Ephrain White to my cr. This is a beginning of business from Dr. Weatherly, planter; sell soon; I hear great complaint of wind and rain damage lately. Cotton and corn both blown down, and on some places there will be damage from rot. If you put out circulars I would suggest for you to advise all shippers to have a large plain cotton brand, instead of having certain letters put on the bale. Cotton will be delivered wrong when not properly marked. In old times
214 buyers would come in and ask for certain brands of cotton.

You will please hold H. & M. d'ft of $143.85 until further instructions. I enclose J. S. Vaughn, ag't, draft, this date, on Prestedge, Graham & Co., for $143.85, place same to my cr. I have today drawn on you for $140.58, No. 237, from cash, to La. Nat. Bank. Please honor.

Very resp., J. W. BROUGHTON, *Agt.*

Dated RODNEY, MISS., 6, 187–.

Rec'd 2.35 p. m., Dec. 6.

To STEWART BROS. & Co., *N. O.:*

Send Katie one thousand yds. bagging and ten bundles ties.

J. W. BROUGHTON.

9 paid. Via Fayette, Miss. (466.)

Dated RODNEY, MISS., 15, 1875.

Rec'd 6.40 p. m., Dec. 15.

To STEWART BROS. & Co., *N. O.:*

Neat Pargard Brush dollars fancy assert Natchez.

J. W. BROUGHTON.

7 paid ½. Via Fayette. (413.)

215 RODNEY, 16*th June*, '76.

Mess. STEWART BROS. & Co.:

GENTS: I shipped one bale, 400, 10c.; hope it will pay out. You have for my cr. Robt. Murdock's d'ft, this date, for Mrs. M. Nichols, on Hugh Allison & Co. for $25.00; Jas. Bedwell- check, 15 ins't, in State Nat'l Bank, for Mr. Bitter Poindexter, for 35.00; L. J. Slay, for C. Pintard, in Bussy & Co., — ins't, for $20.00—for my credit of $80.00.

Yours truly, J. W. BROUGHTON, *Ag't.*

RODNEY, 17 *June*, '76.

Messrs. STEWART BROS. AND Co.

GENTS: You have rendered R. B. Ratcliff, banker, check, date, *als. Pr. imuton*, Kent'y, 18 April, No. 1350, for J. M. Turner, in Louisville Banking Co., for 181.50, endorsed by J. W. Turner, Rob't R. Farrar, and Mr. M. E. Williams, of which I hope you can — at par for my credit.

Yours truly, J. W. BROUGHTON, *Ag't.*

Use to best advantage.

216 RODNEY, 21 *June*, '76.

Messrs. STEWART BROS. & Co.

GENTS: By the Natchez I ship as follows:

1813, Arm, 1 bale, 395, $7\frac{3}{4}$.
" Dent., 1 " 500, 10.
" F. Mc., 3 " 1,212, $8\frac{5}{9}$.
" " 1 " 488, $7\frac{3}{4}$.

As to the sale you will use you best judgement; crops are very late, & the present indications they will be far short about here unless the coming seasons bring them out. I find there has been some 11,000 B. shipped *vs.* some 7,000 the year previous, increase some 4,000 B., this will show you how the old Pete's Gulf Hills turn out—cotton—if they are said to be worn out. I have no instructions from Mrs. Griffiin's son-in-law, M. Herring, as to her shipments. I send by Natchez $400 currency for my credit per prem. here.

Yr. truly, J. W. BROUGHTON, *Ag't.*

$216\frac{1}{2}$ RODNEY, 23 *June*, '76.

Mess. STEWART BROS. & Co.

GENTS: I ship as follows:

1873, 1 bale, S. C., 503, 10.
" 2 " P. A. T., 925, 9.
" 1 " Wade, 279, 10.
" 3 " P. A. Y., 1,308, $10\frac{1}{8}$.

I have to pay more than your quotations will admit, but to keep the wheel in motion, and to keep trade up, I am compelled to buy.

Yours truly, J. W. BROUGHTON, *Ag't.*

The crops are very late; if the cotton exchanged wants a report from this county you can give them the name of Dr. M. L. Forsythe, a planter.

RODNEY, *June 26th* 1876.

Mess. STEWART BROS. & Co.

GENTS: Enclosed please find for my ac. in U. S. currency ($400.00) four hundred dollars.

Yours resp., J. W. BROUGHTON, *Ag't.*

217 RODNEY, *July 3rd*, 1876.

Mess. STEWART BROS. & Co.

GENTS: Enclosed please find for my acc't—

U. S. currency	$250 00
W. G. Williams' d'ft this date on Peter Kennedy & Co. in my favor	40 71
R. L. Evans' draft this date on Peter Kennedy & Co. for my favor for	66 75
Bank of Greenville, Miss., d'ft, Clapp Bros. & Co., No. 560, for A. F. Mumms to me, date 22 June, for	33 00
W. B. Murdock, d'ft June 28 on W. E. Hall, No. 158, from E. D. Snodgrass, endorsed to me, for	19 50
Total	$409 96

Very resp., J. W. BROUGHTON, *Ag't.*

RODNEY, *July 4th*, 1876.

Mess. STEWART BROS. & Co.

GENTS: You have under *com.* 5 gold coupons for, p'r 30 each, $150. You will sell the same and credit Mrs. H. M. Griffing ac. *out pro.* & notes, her son-in-law, Mr. T. B. Herring, as to pro.

	67,	No.	211,297	$30 00	
218	67	"	211,296	30	all date 1st.
	"	"	226,974	30	
	"	"	226,975	30	
	"	"	213,800	30	$150 @ 12½
				168 38	

Yours truly, J. W. BROUGHTON, *Ag't.*

RODNEY, 10 *July*, 1876.

Mess. STEWART BROS. & Co.

GENTS: I have your favor of 6th inst., & would advise you to let Mr. Hoggett have the advance he asks for; he shipped you last winter without any advance on his plantation in Texas parish; his dealings with me have been for cash, and for all I know he is prompt in paying, and should not hesitate to advance him the am'ts asked. I regret very much to hear as to the price of cotton being lower than has been for 20 y'r- in Liverpool. I was not aware of the fact; thank

you for information. Now, what will it do this fall? I can see no hope for advance; the crop about here is late, and cannot be as large as last year. And am sorry to report, I think, the corn crop
219 about here a worse failure. The 2 bales shipped I did not buy. Crops suffering much from want of rain.

Yours truly, J. W. BROUGHTON, *Ag't.*

The Judge's son (J. W. B.) has been quite sick, but is up, but weak. What time did Hugh set to return?

RODNEY, 12*th July*, 1876.

Mess. STEWART BROS. & Co.

GENTS: By the Natchez I sent a parcel with $70 in gold, sell to best advantage as also the 2 bales cotton marked Wade, in which I made an advance. The dry weather has already used up the corn crop; cotton is small and late.

Yours respectfully, J. W. BROUGHTON, *Ag't.*

RODNEY, *July* 15*th*, 1876.

Mess. STEWART BROS. & Co.

GENTS: Your favor, 13th inst., at hand and contents noted, I regret very much I have not kept my ac. within bounds and
220 assure you I am doing my very best. It is not attributed to the cause you supposed, for I am not deviating from my rule of cash any more than ever, it is more on account of the stock I have on hand, of which I took ac. 1st inst., it amounts to $12,026.31. I have also 2,100, which I will collect 1st Aug. This last am't I do not allow to run over 30 days. My average sales last month were $172.50 per day. All of the above show to me that my business is a paying one. My only regret is, as I have often said, *is* that I have to use so much money in the business, which causes a pretty heavy expense in the way of interest. I consider my business to be to-day in as good condition as could possibly be. I gain new customers, and those I get I generally keep. I have entirely recovered from my spell, and feel better than before. I had it. I ship, per Katie, 1 B | C., mill, 425 @ 10c. Trusting all above may be satisfactory, I remain,

Very resp., J. W. BROUGHTON, *Ag't.*

221 RODNEY, 18*th July*, '76.

Mess. STEWART BROS. & Co.

GENTS: I have y'r fav. of 15 inst. The late rains have done much good to the corn and cotton; the cotton is small and late, but the prospects are more will be raised than will pay the producer for raising. It looks much as if the prices will range 5 to 10c. Did you accept Mr. Hoggett's transcript? Cotton still comes in, as you will see, per shipments of Natchez:

1	bale,	[C],	423	@ 8c.
1	"	"Bane,"	388	@ 9½.
2	"	G. P.,	862	9c.
1	"	G. A.,	425	9c.
3	"	F. Mc.,	1,430	7c.

I would like to know what you think of the staple of the two first bales, 8½ & 9½. How will bagging & ties open? If any of our friends want a few bbls. pork, bagg. & ties, such as have been paying their way up to this time, will you fill the orders on promise of shipments of cotton? Only such as I will recommend.

Yours resp., J. W. BROUGHTON, *Ag't.*

222 RODNEY, *July 24th*, '76.

Mess. STEWART BROS. & Co.

GENTS: Your favor 22nd inst. at hand and contents noted. Will be glad to have you purchase the bagging and ties when needed. I have a few applications from reliable parties for small advances for 60 or 90 days. As I am not in that line I have taken the privilege of letting them — I could get it through you by shipping cotton. I do not intend to recommend many, and only those I think reliable. They are parties who have spent all their cash with me as near as possible. They tried other parties, who wish to charge at rate of 33½ to 35 per cent. above cash prices, for such a short time they think pretty steep. Although the ac. will be small, yet all helps. They also prefer buying what they want from me, paying me cash prices, and also 2½ for advances, 2½ for purchasing, with your usual interest, which gives you your commissions, &c. I would like to know by return mail if this is satisfactory.

223 One of the gentlemen, Mr. Hubbard, wishes the following articles, 100 lbs. sugar, 10 bush. corn, 100 lbs. bacon, 1 sa-k salt, 1 bbl. best flour, 1 bbl. meal and one keg lard, but does not wish all at once, and would prefer purchasing of me; is perfectly willing to pay your com's, &c., above my prices. Crop prospects are better here, and we are having all kinds as to weather and work. I hear very bad reports from many parties of Tensas parish as to crops. I have had another slight spell of sickness; am out to-day for first time since Thursday; feel much better, but am pretty weak. I expect to leave here on the 31st inst. for the North, and would like if you would give me a letter of credit. I do not know that I will have use of it, but always prefer being on safe side whilst travelling. I think I am pretty well known, is why I do not expect to have use of it. My idea in taking the trip is that I think I can improve my business qualifications and acquaintances. I can also improve my stock from better selections, and above all my health requires a change of the kind. One principal idea as to getting letters of credit was that I might possibly get the agency of

224 some wagon factory in the West. I sold a good many wagons last year, and know that if a better assortment could be kept, could sell a good many more; should another year bring as much as last year, I feel confident of doing a larger business than last season. I do not think I am overestimating it by saying I expect an increase of at least $25,000 in sales.

Very resp., J. W. BROUGHTON, *Ag't.*

I have made up my mind to purchase as light as possible in the North, as I am well enough acquainted with the goods to order

from N. O., as I think N. O. — good a market for a great many things as any other.

RODNEY, *25th July*, 1876.

Mess STEWART BROS. & Co.

GENTS: You have for the cr. of our friend, J. B. Herring, knowledge of checks No. 7 & 14, one for Jacob Herring, and to you, endorsed for $2,181.98, date 19th inst. I will advise you in time as to ties, & no doubt you can do better in Memphis as to qual.
225 and prices. Cotton much improved about here, and some of our friends expect to have cotton to ship in 6 weeks' time. Our old friend Williams, from Tensas, P., was over, and said he had good crops, and he and his friends seem much pleased with yourselves & mode of doing business. He had some of his friends to ship to you. Crops on the overflowed lands will be almost nothing.

Yr. truly, J. W. BROUGHTON, *Ag't.*

Received in apparent good order, from J. W. Broughton, agent, on board steamer Natchez, bound for N. O., to be delivered in like order without unavoidable delay (the damages of fire, explosion, and collision excepted) at New Orleans, on wharf, boat, or landing, twenty feet from water's edge, when carrier's responsibility shall cease, unto Stewart Bros. & Co., or assigns, he or they paying freight, at card rates and charges, as per margin, with — per cent. exchange on advance, payable on demand, marks and articles as per margin. In case of lightening or reshipping, freight carried to the point
226 of reshipment to be collected as charges. Signed in duplicate by master, clerk, or agent.

RODNEY, MISS., *Aug. 2nd*, 1876.

Marks—Stewart Bros. & Co., N. O.
Consignees—As above.
Articles—1 small box containing watch.
Whose account—Shippers.

OWEN.

RODNEY, *15th Sept.*, 1876.

Messrs. STEWART BROS. & Co.

GENTS: I have requested Mess. Pollock & Mason, of Natchez, to send you $228.20. It may not reach you before Pargoud. The weather is so fine that but little cotton has come in; all busy picking. Last September, for the month, there was 367 bales shipped, and thus far only some 60 bales—now middle of month; is far behind. The worms have done little or no damage, and do not think they will. It is a hard matter to get reliable data as to crops; most all say the weed looks well, but it is not well baled. The writer's son reached Chicago in good health, & will start home 20.

227 Y'rs truly, J. W. B., *Ag't.*

Dated RODNEY, MISS., 10, 1877.

Received 8.30 p. m. June 10.

To J. W. BROUGHTON,
Care Stewart Bros. & Co., *N. O.:*

Shoes arrived. Want Arab (8) abdult (½) sugar assert (20). Natchez. Ordered best coffe*y*. Natchez.

J. E. BROUGHTON.

10 pd. a. p. m., via Fayette. (583.)

RODNEY, MISS., *June 19th*, 1877.

Mess. STEWART BROS. & Co.

GENTS: Enclosed find for my ac. W. B. Murdock's d'ft on N. O. Canal and Banking Co., this date; my favor No. 28, $14.62, W. B. & J. Murdock, & Murdock d'ft, this date; my favor on N. O. Canal & Banking Co., No. 31, for $43 80
Gold, please sell ($40.95) 40 00
W. B. Murdock d'ft, this date, for Limerick & Co., on N. O. Canal & Banking Co., No. 2 ..... 52 35

$150 77
228 95

151 22

We are having fine rains for crops.
Very resp., J. W. BROUGHTON, *Ag't.*

Less 10c. ac. letters.

$5 gold, @ 1.05 ..... $5 25
$35 " (light weight) 1.02 ..... 35 70

Your cr. 40 95

RODNEY, MISS., 28*th June*, 1877.

Mess. STEWART BROS. & Co.

GENTS: I have drawn in favor of Mr. J. W. Broughton, ag't, for forty dollars, which please honor and charge as advance upon my crop at 10c. bale, which will be shipped you as soon as ready for market.

Yours respectfully, T. A. EDWARDS.

RODNEY, 30*th July*, 1877.

Mess. STEWART BROS.

GENTS: I have your favor reports Monday sales, & am much pleased. Wish you had sold all on hand, as it was an over-
229 sight in addressing my letter, per Lee, to Mr. B. You see from — it contains mems. of costs of bales, and referred to some other business, which I did not keep copy. I recollect it referred to W. J. Martin business, who shipped sum- 400 bales. We have had fine rains; done an immense good to corn. I prefer to use only the "grip t*y*e," for in selling it my complaint will know

the tye sold. What do you think of the prices of bagging? No one will ask the tyea for a less figure than now offered. A customer was to have had in 25 bales this week, but has not come in yet.

Yours truly, J. W. BROUGHTON, *Ag't.*

I hope your Mr. S. and family are all well.

24th JULY, '77.

Messrs. STEWART BROS. & Co.

GENTS: Nothing new to report. Weather seasonable for crops. Corn fine, a glorious benefit to producers. Cotton good, but late. Not much business until after middle of August. Thanks for papers.

E. W. B., *Ag't.*

230 RODNEY, 27*th July*, '77.

Messrs. STEWART BROS. & Co.

GENTS: I have your favor of 24th inst. with watch as stated. You have for my cr. A. W. Lulphin & Co. d'ft 2d inst., on you for $57 62
B. L. Galtney check, my favor, on J. P. Macheca, (first check) 49 75
W. B. & J. Murdock, my fav. 49 20

$150.57

We are having too much rain. As yet, no harm. Some reports of worms Tensas parish.

Very truly, E. W. BROUGHTON, *Ag't.*

RODNEY, *July* 27, '77.

H. W. BROWN.

DEAR SIR: I ship 3 B | C, for ac. Silas H. Coleman. Hold proceeds until drafted for. Do your best in point of price.

Very respectfully, J. W. BROUGHTON, *Ag't.*

Dated RODNEY, MISS., ——, 1877.

Rec'd 10.50 p. m., Dec. 7.

To HUGH W. BROWN, care Stewart Bros. & Co.

231 We have on hand 59 B | C. Father Blister Happy Natchez Brush sumt 1,500.

J. W. BROUGHTON.

7 pd. ½. Via Fayette, Miss. (879.)

WATER VALLEY, MISS., *Dec. 7th*, 1877.

Messrs. STEWART BROS. & Co., *New Orleans, La.*

DEAR SIRS: Enclosed please find J. B. Pate & Co. draft on Bickham & Moore for $700.00. Please collect and place to cr. of our ac.

Yours truly, BRYANT & SHACKLEFORD.

RODNEY, *May 29th*, 1878.

Mess. STEWART BROS. & Co.

D'R SIRS: You will please find enclosed for my account two (2) s't drafts of W. S. Martin on Moses Clark for $156.25 and 137, total

$293.35, three hundred and ninety-three & thirty-five dollars, for which please send receipt and oblige. I also ship you by Natchez to-day (5) five B | C, (4) C & M, 1813, & (1) one R. Cox, 1813.

Very respf'ly, J. W. BROUGHTON, *Ag't*,
P'r PINTARD.

232 RODNEY, MISS., *May 31st*, 1878.

H. W. BROWN, Esq., *New Orleans, La.*

Enclosed I hand you B | L for one B | C by Natchez, which was not included in her B | L. I note your marks in your favor, 28th inst., about collections and will push them as much as possible. I made a remittance by the Natchez this week, which I trust you have received. I ship by "Lee" 2 B | C, 1813, L. C. for my ac. The writer was pleased to learn that Mr. Broughton has arrived safely in Mobile and was comfortably situated.

Yours truly, J. W. BROUGHTON, *Ag't*,
P. VAUGHAN.

Mess. STEWART BROS. & Co.:

I ship this day for my account, per Natchez, 4 B | C, C & M.

Yours truly, J. W. BROUGHTON,
VAUGHN.

Rodney, June 5th, '78.

RODNEY, MISS., *June 5th*, 1878.

Mess. STEWART BROS. & Co., *New Orleans, La.*

233 DEAR SIR: I enclose herewith a letter from R. M. J. Arnette asking for an advance of fifty doll's, & trust that you will grant the indulgence, feeling satisfied that he will fulfill his promise. I also enclose his S | D on you for that amount, which you will please place to my cr. in ac. if you accept his business, or otherwise return to me.

Yours truly. J. W. BROUGHTON, *Ag't*,
Per VAUGHAN.

RODNEY, *June 6*, 1878.

H. W. BROWN, Esq.

DEAR SIR: Please send me by "Lee" 2 h'lf boxes tobacco, 3 cg.

Yours truly, J. W. BROUGHTON, *Ag't*,
P'r VAUGHAN.

The writer will trouble you to forward enclosed letter — Mr. Broughton.

RODNEY, MISS., *June 10th*, '78.

Mess. STEWART BROS. & Co., *New Orleans, La.*

234 DEAR SIR: Enclosed I hand you S | D on you for $95.40, which please place to my cr. in ac., provided you agree to advance Wilcox the am't asked for.

Yours truly. J. W. BROUGHTON, *Ag't*,
P'r VAUGHAN.

RODNEY, *June* 14*th*, 1878.

Mess. STEWART BROS. & Co.

D'R SIRS: Enclosed you for my ac. F. M. Words' d'ft for $33.28. Mr. T. wishes the d'ft of R. M. J. Arnette held until further orders. Please return accepted for above draft and oblige.

Very respectfully, J. W. BROUGHTON, *Ag't*,
P'r PINTARD.

RODNEY, MISS., *June* 17*th*, 1878.

Mess. STEWART BROS. & Co., *New Orleans, La.*

GENTS: Please send me by Pargard two (2) h'lf boxes tobacco, 3 p. u. s. One (1) caddy, 25 lbs:, green tea.

Yours truly. J. W. BOUGHTON, *Ag't*,
Per VAUGHAN.

235 MOBILE, *June* 20*th*, '78.

Mess. STEWART BROS. & Co., *New Orleans, La.:*

I have this day drawn on you at sight in favor of Dan'l Wheelock & Co. for one hundred and twenty-five dollars, which please honor and charge to my ac.

JNO. W. BROUGHTON.

RODNEY, MISS., *July* 19*th*, 1878.

Mess. STEWART BROS & Co., *New Orleans, La.*

DEAR SIR: Please send me by Cannon 2 h'f boxes tobacco, 3p. a's.

Yours truly, JNO. W. BROUGHTON,
Per VAUGHAN.

RODNEY, MISS., *Aug.* 14, '78.

Mess. STEWART BROS. & Co.

GENTS: I had to send a wagon to Natchez to buy some Lowells, &c., which was necessary, I sent to Mess. Pollock & Mason, of that place. to buy, giving them a blank dr'ft to fill. I could have got these goods from North or West on better terms, but our quarantine
236 will not allow goods to come either way, that is by river. I wrote Hugh of the regulations, which I think too much towards extremes, but I cannot help it now. I rec'd invoice of 2,000 yds. bagging which Hugh stated was to be shipped per Alton, if it was not increased to 3,000, as I wrote you, please have 2,000 yds. more sent, Mr. Vaughan will use that up in a short time. He also requests me to order twenty-five bunches of twine, for him I suppose. I suppose Hugh has told you of agreement of Mr. Vaughn & myself It has been raining in sections around here.

Very respectfully, JNO. W. BROUGHTON.

RODNEY, MISS., *July* 12*th*, '78.

Mess. STEWART BROS. & Co.

GENTS: I have ordered twenty bbls. each of pork and flour from Wickham & Pendleton, instructing them to draw for, which please

honor. I am expecting 10 B | C in this week, and also promised a B | C for Saturday. My customers, with every one else, seem to be panic-stricken about yellow fever, and anxious to get their
237 bagging out as soon as possible. I telegraphed Messrs. S. G. & Co., Memphis, to make my order 3,000 yards; I have already 2,000 yds. engaged by my best customers, such as Henry Cox, &c. I will need more ties than 30 bunches Hugh ordered for me; they are, however, not as important as bagging. Cotton is opening very fast. Our section is very healthy now, and from the quarantine, carbolic acid, &c., I do not see how we can get any fever here. I trust, Mr. Stewart, your family may escape the plague.

Very, resp., J. W. BROUGHTON, *Ag't.*

Dated RODNEY, MISS., 17, 1878.

Received 2.35 p. m., Aug. 17.

To STEWART BROS. & Co., N. O.

Hut one hogshead choice brown sugar. 6 p'd. Via Fayette, Miss. (271.)

J. W. BROUGHTON.

RODNEY, *Aug.* 17*th*, 1878.

Mess. STEWART BROS. & Co.

GENTS: I shipped 3 B | C Cox, per Cannon, advanced on. Enclosed please find my ac. J. S. Vaughan's check on State Nat'l Bank for 69.70. Mr. V. says he is not particular that the balance
238 in their hands, if not correct, do not have protested. I also enclose P. B. January's d'ft on J. P. Macheca for $50.00; do not have this protested either if not correct. Mr. January has written several times for ac., and could get no answer. Please ask Macheca why he has not sent sugar ordered by D. Noland to my care, as he has the money in his hands. I telegraphed last night to Memphis house for 3,000 yds. bagging if no fever — there, but hearing to-day it had broken out there, will to-night dispatch Wickham & Pendleton, St. Louis. There is quite a rush for bagging from my customers. I have 2,000 yds. engaged to parties already; they are anxious to take it out for fear fever break out here. This is why I am ordering so much. Should the Memphis house have shipped it it would not be too much, and I will add 100 bun. arrow ties. Please have shipped as soon as you can from cheapest place. As St. Louis boats are charging high freights, you can probably do better in N. O. for ties. Please send me two boxes tobacco, same as invoice 10th inst.

Very respect., JNO. W. BROUGHTON.

239 RODNEY, 20*th June*, 1878.

To HUGH W. BROWN.

You can now sell J. B. Flemming's cotton.

Yours truly, J. W. B. *Ag't.*

RODNEY, MISS., *Aug. 20th*, 1878.

Mess. STEWART BROS. & Co.

GENTS: Enclosed please find for my acct. A. C. Watson's dr'ft on H. Allison & Co. for ---- ---------- $75 00
Thos. M. Wade dr'ft on you for---------- 22 13
Lewis Johnson & Co., Washington, D. C., check on Nat. B'k New York for Morris Giles, recommended to you for- 60 34

$157 34

I ship per Valley 1 B | C. H., of W. H., advanced on, and "Logan" new bot. @ 9¾, weight 518 net.

I am promised 8 B | C new from one man, either for Cannon, on next trip "Valley; also other lots of two and three bales. We are using all precautions to keep fever away, which I sincerely trust may succeed. Will you please send 4 doz. ½ pints best champagne, as there is not a bottle in town, and it would be indispensable
240 should we have fever. I can readily sell it should we not have. I will, of course, sell it if we do not have it. Do not send any but the best, as I have promised the Dr. & other citizens to get none but the best Port Gibson is now suffering from not having made preparations. The Drs. there telegraphed to Vicksburg to charter a tug and send ice, and that if they get none they would lose more than half their cases. It is very distressing at all infected points, but one of the trials we have to bear.

With regards, I am, very resp'ct.,

JNO. W. BROUGHTON.

RODNEY, MISS., *Aug.* 27, '78.

Messrs. STEWART BROS. & Co.

GENTS: Your favor 20 and 24th inst. to hand and contents noted. As to ac. the reason for it is I have more owing me in country than usual; every one rushed to town in order to lay in supplies in case we had fever here, but most, in fact all, have promised cotton or money in a short time. I am sending out the ac. now and will remit as fast as possible. I do not fear their having excuses
241 about their sending or coming in, as I keep them posted as to health, &c. Business will be slack next month, but I will get the cotton, &c., from them. I wrote you of the parties wanting large quantities of bagging, &c., and also advised you of ordering the same from St. Louis. I have one lot pork, flour, &c., which W. & P. draws for on "Scudder," aground, and the bagging which would have landed here, much to my chagrin, has been landed at Natchez. I am going to send negroes for it. I have managed to let parties who ord. me to let them have enough of bagging you sent me, to send me the cotton for am'ts due. I work in every way to your interest as much as mine, and trust I may not give you any cause for any more complaint. I have owing me some $5,700, aside from the draft sent to-day of Mr. Vaughan for $336.55.

Our tobacco friend does not always send same tobacco, although

branded the same, as there is a marked difference in the boxes. I never saw people as much panic-stricken, even persons I did not expect it of. In St. Joseph the merchants are all closed up and no one allowed to come there. I think it wrong in commercial
242 way, as it will probably demoralize labor. The mayor of this place remarked it was useless for any one to think of doing business, but I differ widely from him. You need have no uneasiness for my neglecting business for this cause.

Very resp.,

J. W. BROUGHTON, *Ag't.*

RODNEY, MISS., *Oct.* 23, '78.

Mess. STEWART BROS. & Co.:

Ship per Natchez 3 B | C, new---- 535
430
490
—— 1,455, advanced on rest.

JNO. W. BROUGHTON, *Ag't.*

Dated RODNEY, MISS., 7, 1878.

Rec'd at 1.10 p. m., Nov. 7.

To STEWART BROS. & Co.:

Send by Pargoud five boxes, three A tobacco.

J. W. BROUGHTON.

5 paid. Via Fayette, Miss. (280.)

Dated RODNEY, MISS., 4, 187–.

Rec. 8.50 p. m., Nov. 4th.

To H. W. BROWN, cr. Stewart Bros. & Co.:

243 Happy brush father below, smut.

JNO. W. BROUGHTON.

5 p'd. Via Fayette. (727.)

Dated RODNEY, MISS., 12, 187–.

Rec. 11.45 p. m., Nov. 12.

To H. W. BROWN, cr. Stewart Bros. & Co.:

Happy bullet, British misled bugle, ordered very busy.

J. W. BROUGHTON, *Ag't.*

8 paid. Via Fayette, Miss. (216.)

Dated RODNEY, MISS., 21, 187–.

Rec. at 12.30 p. m., Nov. 12.

To STEWART BROS. & Co.:

Ship one thousand pounds dry salt sides by White.

J. W. BROUGHTON.

9 paid. Via Fayette, Miss. (250.)

Dated RODNEY, MISS., 22, 1878.

Rec'd 8.45 p. m., Nov. 23.

To H. W. BROWN, cr. Stewart Brown & Co., N. O.:

Happy bullet, brush bloom smut, 6 B | C.

JNO. W. BROUGHTON.

6 paid. Via Fayette, Miss.

244 RODNEY, *May* 12, 1879.

Mess. STEWART BROS. & Co.

DEAR SIRS: Enclosed you will please find for acct. with you, S Hubbard's s. draft for $84.32. Please acknowledge the receipt.

Very respectfully, J. W. BROUGHTON,
Per PINTARD.

RODNEY, MISS., 3 | 24, 1876.

Mess. STEWART BROS. & Co.

GENTS: Mr. Jno. G. Neely requests me to ask you to send the following articles to A. Stacy, Esq., Bushy Bayou:

4 p'r men's brogans, No. 9.
2 " " " " 10.
3 " " " " 8.
1 " " " " 11.
3 woman's polkas, " 6.
1 " " " 4.

75 yds. plaid or striped cotton. He says the Tensas is the only boat running.

Very resp., J. W. BROUGHTON, *Ag't.*

Per Tensas.

245 RODNEY, MISS., *Sep.* 6, 1879.

H. W. BROWN, Esq.

DEAR SIR: Please send by "Lee" 2 doz. nuts for ¾-in. bolts. I want them forged in the ordinary size, but no thread cut in them; that will be done here. The recent storm of wind and rain (lasting all of Monday & Monday night) has done great damage in this vicinity. The injury to cotton crop is considered to be 20 %. I give you below mem. of cotton shipped by to-day's packet, with prices paid.

Yours truly, J. W. BROUGHTON, *Ag't,*
Per VAUGHN.

1813—J^1—B^2 4^1 @ 11c.; smut 1 @ 10¼ was 10½.

RODNEY, *Sept.* 10*th*, '79.

H. W. BROWN, Esq.

DEAR SIR: I ship by packet to-day 4 B | C, marked W. D., @ 10¼c., W^3 Dc, 10¾c. I hand you enclosed S | D of S. Hubbard for $90.32, which please place to my cr. in acct.

Yours truly, J. W. BROUGHTON, *Ag't,*
Per VAUGHAN.

246 RODNEY, MISS., 12, 1879.

Rec'd 2.30 — m., Sept. 13.

To STEWART BROS. & Co.:

Please send four hundred dollars silver by str. Hanna.

JNO. W. BROUGHTON.

9 pd. Via Fayette. (153.)

RODNEY, *Sept.* 13*th*, 1879.

Mess. STEWART BROS. & Co.

D'R SIRS: You will please find enclosed J. S. Vaughn's s't d'ft for $50.00 for credit of my ac. with you.

Yours truly, J. W. BROUGHTON, *Ag't*,
Per PINTARD.

RODNEY, *Sept.* 17*th*, 1879.

Mess. STEWART BROS. & Co.

DEAR SIRS: Enclosed you will please find D. Fletcher's s't draft for $50.00 and J. S. Vaughn's draft for $50.00 for credit of my ac.

Yours truly, J. W. BROUGHTON, *Ag't*,
P'r PINTARD.

247 RODNEY, *Sept.* 22, 1879.

Mess. STEWART BROS. & Co.

DEAR SIRS: Enclosed you will find J. S. Vaughn's s't draft for $300.00 (three hundred doll's) for cr. of my account.

Yours respectfully, J. W. BROUGHTON, *Ag't*,
P'r PINTARD.

RODNEY, *Sept.* 30, '79.

Mess. STEWART BROS. & Co.

DEAR SIR-: Enclosed you will please find the $300.00 (three hundred doll's), d'ft corrected.

Yours truly, JNO. W. BROUGHTON, *Ag't*,
P'r PINTARD.

Dated RODNEY, MISS., 10, 1879.

Rec'd 8.40 p. —., Oct. 10th.

To STEWART BROS. & Co., N. O.:

Hat artisan bbls. pork father, atlas, smut.

J. W. BROUGHTON, *Ag't*,
P'r PINTARD.

10 pd. Via Fayette, Miss. (569.)

248 Dated RODNEY, MISS., 7, 1879.

Rec'd 8 p. m., 7 Nov.

To H. W. BROWN, c. o. Stewart Bros. &Co.:

Send Happy, 9 by Natchez bullit ($1,000) further blaze smut.

J. W. BROUGHTON.

7 p'd. Via Fayette. (718.)

Dated RODNEY, 19, 1879.

To H. W. BROWN, cr. Stewart Bros. & Co., N. O.:

Happy by white bumper (2,000) fancy (shipped) brindle (100 B | C., smut father am't 30 B | C. (Same on hand.)

JNO. W. BROUGHTON.

9 p'd. H. K. Via Fayette, Miss. (653.)

Dated RODNEY, MISS., 21, 1879.

Rec'd 8.30 p—, 21 Nov.

HU. W. BROWN, c.o. Stewart Bros. & Co., N. O.:

Send by Natchez two thousand pounds dry salt sides, smut.

J. W. BROUGHTON.

10 paid ½. Via Fayette, Miss. (727.)

249 Dated RODNEY, MISS., 25, 1879.

Rec'd 8.40 — m., Nov. 25.

To H. W. BROWN, c. o. Stewart Bros. & Co., *N. O.:*

Send two thousand yds., two pounds bagging father Buffer; add smut.

J. W. BROUGHTON.

10 p'd. H. K. 50. Via Fayette, Miss. (1850.)

Dated RODNEY, MISS., 8, 1879.

Rec'd 8.45 p., Dec. 8.

To H. W. BROWN, care Stewart Bros. & Co., *N. O.:*

Happy (send) by the bullock ($3,000) father blunket smut, (have on hand 55 B | C.)

JNO. W. BROUGHTON.

7 paid ½. H. Via Fayette. (102.)

RODNEY, MISS, *June* 17, 1880.

Mess. STEWART BROS. & Co., *New Orleans.*

DEAR SIR: Please send me by R. E. Lee (10) ten sacks red rust proof oats.

Yours truly,

J. W. BROTGHTON,
Per VAUGHAN.

250 Dated RODNEY, MISS., 19, 18–9.

Rec'd 8½, Dec. 9. (706.)

To H. W. BROWN, co. Stewart Bros. & Co.:

Had on hand 70 mid.: good, 34. Father boast grades and gallant. Bought at buck and beef.

J. W. BROUGHTON.

10 paid ½ for. Via Fayette.

RODNEY, MISS., *Aug. 9th*, '80.

Messrs. STEWART BROS. & Co., *New Orleans:*

Our Mr. B. is absent in New York. Whether or not he made any arrangements with you (before his departure) about bagging and

ties. If he did not, please ship 50 b'dl's arrow ties by first packet. Also one b'dl of twine.

Yours, truly, J. W. BROUGHTON, *Ag't*,
36—17, 379.38—17⅝. Per VAUGHAN,

RODNEY, *Aug. 9th*, '18–0.

Messrs. STEWART BROS. & Co.:

Enclosed please find two dr'fts, one on Claude Pintard on Graham, Black & Co., and one on J. E. Herring on you. Please place
251 to my cr., and oblige,

Very truly, J. W. BROUGHTON.
E. W. B.

Dated RODNEY, MISS., 9, 1880.

Rec'd 9.15 p. —., Aug. 9.

To STEWART BROS. & Co., N. O.:

Send fifteen hundred feet best quality dressed flooring, four to six inches wide. Three bbls plaster Paris.

J. W. BROUGHTON.

12 for ½. Via Fayette, Miss.

RODNEY, MISS., *Aug.* 14, 1880.

Messrs. STEWART BROS. & Co., *New Orleans.*

DEAR SIR: As requested in your favor of 12th inst., I send you Mr. Broughton's present address.

Yours, truly, JNO. W. BROUGHTON, *Ag't.*
Pr VAUGHAN.

RODNEY, *Aug* 14*th*, 1880.

Messrs. STEWART BROS. & Co.:

Enclosed please find J. S. Vaughan's draft on Graham, Black
252 & Co. for $200. Please collect and place cr.

Yours, truly, J. W. BROUGHTON.
E. W. B.

RODNEY, *Aug.* 21*st*, –80.

Mess. STEWART BROS. & Co.:

DR. SIRS: Enclosed you will find for cr. my ac. with two sp. drafts, $200.00, & $13.40; total, $213.40.

Very respectfully, &c.,

JNO. W. BROUGHTON, *Ag't*,
Pr. PINTARD.

RODNEY, *Miss., Aug. 30th*, '80.

Mess. STEWART BROS. & Co., *New Orleans:*

DEAR SIRS: Please send by "Dean."
150 lbs. pure white lead in oil.
20 lbs. zinc, white, " "
5 galls. linseed oil.

10 " turpentine.
1 " copal varnish.
1 7-0 pound brush.
1 2-in. flat copper pound brush.

Yours, truly,

JNO. W. BROUGHTON.
Per VAUGHAN.

253 RODNEY, *Sep.* 13, 1880.

Mess. STEWART BROS. & CO.

DEAR SIRS: Enclosed please find for cr. of my ac. with you two st. drafts, $419.43 and $200.00.

Very resp.,

JNO. W. BROUGHTON, *Ag't*,
Per PINTARD.

RODNEY, *Miss., Oct.* 12, '80.

Mess. STEWART BROS. & CO.

DEAR SIRS: Please send 10½ rolls bagg., 2. 10½ rolls bagg., 2¼ lbs.

JNO. W. BROUGHTON, *Ag't*,
Per. VAUGHAN.

Dated MISS., 26, 1880.

Rec'd 4.05 p., Oct. 26.

To H. W. BROWN, co. Stewart Bros. Co., *N. O.:*

Happy (send) brush ($500) further (have on hand (assert) 20 B | C. Natchez.

JNO. W. BROUGHTON.

5 paid. Via Fayette. (408.)

254 Dated RODNEY, MISS., 3, 1880.

Rec'd 3.55 p., Dec. 3.

To H. W. BROWN, co. Stewart Bros. & Co., *N. O.:*

Factor, bullet, brush, bee, still raining, smut.

JNO. W. BROUGHTON.

7 paid. Via Fayette, Miss. (474.)

RODNEY, MISS., 12 | 1880.

Mess. STEWART BROS. & CO.

GENTS: L. W. Grayson, Esq., has been disappointed in crops of this season, and is unable to settle with you. Please send him ac. current, with note to sign. He will pay you as fast as possible. I refer you to Stauffler, McCready & Co. as to his character.

Res'p, J. W. BROUGHTON.

Dated RODNEY, MISS., 4, 1880.

Rec'd 5.25 p., Dec. 4.

To H. W. BROWN, care Stewart Bros. & Co., *N. O.:*

Have on hand 40 B | C. Send $1,000.00, $500. Give quotations. Father bestow, hat, bullet, brush, smut, harmon, to-night.

JNO. W. BROUGHTON.

8 p'd. Via Fayette. (592.)

255 Dated RODNEY, MISS., 1880.

Rec'd 12.50 p. —., Dec. 21st.

To H. W. BROWN, c. Stewart Bros. & Co., *N. O.:*

27 B | C. 800. Father, attest hat, bugle, smut.

JNO. W. BROUGHTON.

5 p'd. Via Fayette. (282.)

Dated RODNEY, MISS, 24, 1880.

Rec'd at N. O., 8.30 a. m., Dec. 25.

To H. W. BROWN, co. Stewart Bros. & Co., *N. O.:*

1500. Happy, bullet, brush, father, biddy, hat, 20 bbls. meal, smut.

JNO. W. BROUGHTON.

10 paid 4. Via Fayette, Miss. (4.)

Dated RODNEY, MISS., 27, 1880.

Rec'd 8 p., Dec. 27.

To H. W. BROWN, cr. Stewart Bros. & Co., *N. O.:*

Do not send meal, smut.

JNO. W. BROUGHTON.

4 pd h'f. Via Fayette, Miss. (CC, ex.)

256 RODNEY, 1 | 1, 1880.

Mess. STEWART BROS. & CO.

GENTS: You will please order for ac. Geo. A. Lake, Cole's Creek Landing, Miss., 10 bbls. meal & 5 bbls. pork. I will send you his note for am't owing me; also his letters of obligation, &c. I have drawn two small s't drafts, which please honor—one in favor Geo. A. Lake, $80.00 (though not for his ac.), and one for S. Ross for $79.00. We are having showers of rain, which will be very beneficial to crops.

Very resp., JOHN W. BROUGHTON, *Ag't.*

RODNEY, *Jan. 11th*, 1881.

Mr. H. W. BROWN.

D'R SIR: This will be handed to you by Mr. Wm. Purcell, whom wish to introduce to you.

Very respectfully, J. W. BROUGHTON, *Ag't.*

Dated RODNEY, MISS., 24, 1881.

Rec. 9.10 p. m. Jan. 24.

To H. W. BROWN, c. o. Stewart Bros. & Co., *N. O.:*

257 Father by Natchez. Belong smut. 35 B | C.

JNO. W. BROUGHTON.

5 pd. ½. Via Fayette, Miss. (@88.)

Dated RODNEY, MISS., 28, 188–.

Rec'd 9 p., Jan. 28.

To H. W. BROWN, c. o. Stewart Bros. & Co., *N. O.:*

Father by Lee. Biddy smut. 50 B | C.

JNO. W. BROUGHTON.

5 pd. h'f. Via Fayette, Miss. (640.)

RODNEY, MISS., *June 6th*, 1881.

Mess. STEWART BROS.

GENTS: I ship to-day 2 B | C, W. H., 896, at 9c., and 1 B | C, C. W., 584, at 6⅞. I enclose two letters from Wilcox in reference to advances. I have been unable to get cash collections enough to settle the Bersworth draft, and would be obliged if you would remit ex. for same. I have also ordered from St. Louis to-day, with instructions to draw on you for 15 bbls. pork, 30 sacks each of corn and oats, 1 tierce hams. These I am compelled to have to
258 keep up the parties I am supplying until I can get their notes, &c., to transfer to you. I order from W. & Pendleton, and if you do not wish to pay for them write to them to that effect. I enclose two drafts for cr. my ac., am't'g to $106.85. I will do my best to send you about $300.00 next week.

Very respectfully, JNO. W. BROUGHTON.

RODNEY, MISS., *June* 8, 1881.

Mess. STEWART BROS & Co.,

GENTS: Enclosed please find two dr'fts am't'g to $108.76, which place to my credit. You will please order the corn and oats for Geo. A. Lake. Also, send ex. for liv. ins. polices in time for me. I enclose a note from W. H. Penny to me; please write direct to him, at Fayette. I have all papers against him, and if he is not acting right instruct me what to do.

Very respect., JNO. W. BROUGHTON, *Ag't.*

259 RODNEY, *26th June*, 1875.

Messrs. STEWART BROS. & Co.

SIRS: I have your favor of O. B. Flemmings—5 U. S. coupons, due 1st prox. for 30 apea., $150. Mr. H. will value on you for $20.00 more, favor Charles M. Therne & Co.

Nos. 213, 801, 211, 296, 226, 974, 211, 297, 226, 975.

Send his account.

J. W. BROUGHTON, *Ag't.*

260 And on the said 10th day of September, 1881, the defendant, Emily Noland, filed with the clerk our said court her separate answer to the bill of complaint herein, which said answer is in the words and figures following, to wit:

THE STATE OF MISSISSIPPI, *Jefferson County:*

The separate answer of Emily Noland, one of defendants herein, to the Bill of Complaint of James H. Denham *et al.*

For answer to so much and said parts of said bill as she is advised that it is material for her to answer, answering, says: She knows nothing about the statements and allegations set forth in complainants' bill about the indebtedness of her co-defendant, John W. Broughton, to complainants, nor does she know anything about any statements alleged to have been made by said John W. Broughton & Stewart Bros. & Co., to complainants, about the indebtedness, in February, 1881, of said Broughton, agent, to said Stewart Bros. & Co., or anything about the alleged statement of said John W. Broughton as to who he was agent for in the transaction of his
261 mercantile business, but if said Broughton ever made any statement to complainants, or to any one else, that he was acting as agent for respondent, he stated what was not true. Respondent denies that said John W. Broughton was acting as her agent in carrying on the mercantile business, as set forth in complainants' bill, or that he ever had any authority whatever to use her name in connection with said business. Respondent admits that said John W. Broughton is her son-in-law, and that she lives near the town of Rodney. Respondent will now state all she knows about said business: In September, 1874, the said John W. Broughton, desiring to begin business, and having no money of his own, borrowed from my daughter, Julia Noland, the sum of $2,720.13, money which she had inherited from her father, and with this and some other money, which he informed respondent had been advanced him by Stewart Bros. & Co., he purchased a stock of goods, and commenced business in Rodney, under the firm name of John W. Broughton, agent. Respondent owned the store-house occu-
262 pied by the said John W. Broughton, for which he paid her, for the first six months, $50.00 per month rent; after that time he paid $65.00 per month rent. Respondent avers, and charges the truth to be, that she had no further interest in said business than the collection of her rent. Respondent denies that there ever was any agreement or understanding between she and the said John W. Broughton that her name was to be used as the principal in said business, or that she was to share in any way in the profits or losses of said business; that if the said John W. Broughton ever used her name in connection with said business it was done without any authority from her, and it was without her knowledge.

Respondent, further answering, says she does not know for whom said John W. Broughton was acting as agent (if he was acting for any one), as she never heard him or any one else mention any name in connection therewith.

Respondent, further answering, says: She denies that she well knew that said Broughton was conducting the business for her, and as her agent; she denies that he was so conducting said business; she denies that she ever made any statement that said Broughton
263 was her agent or that she ever held out to the world that she

was the principal in said business, and she has no knowledge that any one else so stated or so held.

Respondent denies that she was fully cognizant of the acts and conduct of said J. W. Broughton in transacting and managing said business, but on the contrary she avers and charges, the truth to be, that she knew nothing more about the said business than any other outside party. Denies that she knew anything about the sale to said Stewart Bros. & Co. until being informed of it by said Broughton after said sale was made. Respondent says the only thing she ever had to do with said business in any manner was that in the spring last she signed a note jointly with the said John W. Broughton, agent, for one thousand dollars, in favor of Wickham & Pendleton, of Saint Louis, Mo., but she avers and charges that she signed said note simply as security for the said John W. Broughton, agent, and not because she was in any way liable personally to pay said debt. And now, having fully answered, she prays to be hence dismissed with her reasonable costs.

264 CLAUD PINTARD,
Solicitor for Defendant, Emily Noland.

THE STATE OF MISSISSIPPI, *Jefferson County:*

Personally appeared before the undersigned, mayor of the town of Rodney and *ex-officio* justice of the peace in and for said county, Emily Noland, who being duly sworn, says the foregoing answer is true.

E. M. NOLAND.

Sworn to and subscribed before me, this 6th day of September, A. D. 1881.

J. A. LIMERICK,
Mayor & ex-officio J. P.

And on the said 10th day of September, 1881, the defendant, Julia Noland, filed with the clerk of our said court her separate answer to the bill of complaint herein, which said answer is in the words and figures following, to wit:

THE STATE OF MISSISSIPPI, *Jefferson County:*

In Chancery Court. September Term, 1881.

265 JAMES H. DUNHAM *et als. vs.* JOHN W. BROUGHTON *et als.*

The separate answer of Julia Noland, one of the defendants herein, to the bill of complaint of James H. Dunham *et als.*

For answer to so much and such parts of said bill as she is advised that it is material for her to answer, answering, says: She knows nothing about the statements and allegations set forth in complainants' bill about the indebtedness of her co-defendant, John W. Broughton, to complainant; nor does she know anything about any statements alleged to have been made by said J. W. Broughton & Stewarts Bros. & Co. to complainants about the indebtedness on February, 1881, of said Broughton, agent, to said Stewart Bros. &

Co., or anything about he alleged statements of said John W. Broughton as to who he was agent for in the transaction of his mercantile business; but if said Broughton ever made any statement to complainants, or to any one else, that he was acting as agent for respondent he stated what was not true. Respondent denies that said
266 John W. Broughton was her agent in carrying on the mercantile business, as set forth in complainants' bill, or that he ever had any authority whatever to use her name in connection with said business, and she never knew that he had so used her name until she saw it alleged in complainants' bill. Respondent admits that said John W. Broughton is her brother-in-law, and that she lives near the town of Rodney. Respondent will now state all she knows about said business: In September, 1874, the said John W. Broughton, desiring to begin business and having no money of his own, borrowed from respondent the sum of $2,720.13, money which she had inherited from her grandfather, and with this and some other money, which he has since informed respondent had been advanced him by Stewart Bros. & Co., he purchased a stock of goods, and commenced business in Rodney under the firm name of John W. Broughton, agent. Respondent denies that there ever was any agreement or understanding between she and the said John W. Broughton; that her name was to be used as the principal in said business, or
267 that she was to share in any way in the profits or losses of said business, and that if the said John W. Broughton ever used her name in connection with said business it was done without any authority from her, and it was without her knowledge.

Respondent, further answering, says she does not know for whom said John W. Broughton was acting as agent (if he was acting for any one), as she never heard him or any one else mention any name in connection therewith.

Respondent denies that she well knew that said Broughton was conducting the business for her and as her agent. She denies that she ever made any statement that said Broughton was her agent, or that she ever held out to the world that she was the principal in said business, and she has no knowledge that any one else so stated or so held. Respondent denies that she was fully cognizant of the acts and conduct of said J. W. Broughton in transacting and managing said business, but, on the contrary, she avers and
268 charges the truth to be that she knew nothing more about said business than any any other outside party. Denies that she knew anything about the sale to said Stewart Bros. & Co. until being informed of it by said Broughton after said sale was made. And now, having fully answered, she prays to be hence dismissed with her reasonable costs.

CLAUDE PENTARD,
Solicitor for Defendant, Julia Noland.

THE STATE OF MISSISSIPPI, *Jefferson County:*

Personally appeared before the undersigned, mayor of the town of Rodney and *ex-officio* justice of the peace in and for said county, Julia Noland, who being duly sworn, says the foregoing answer is true.

JULIA NOLAND.

Sworn to and subscribed before me, this 6th day of September, A. D. 1881.

J. L. LIMERICK,
Mayor & ex-officio J. P.

269 And on the said 10th day of September, 1881, the defendant, Emma Broughton, filed with the clerk of our said court her seperate answer to the bill of complaint herein, which said answer is in the words and figures following, to wit:

THE STATE OF MISSISSIPPI, *Jefferson County*:

In Chancery Court. September, 1881.

JAMES H. DUNHAM *et al. vs.* JOHN W. BROUGHTON *et al.*

The separate answer of Emma Broughton, one of the defendants herein, to the bill of complaint of James H. Dunham *et als.*

For answer to so much and such parts of said bill as she is advised that it is material for her to answer, answering, says: She knows nothing about the statements and allegations set forth in complainants' bill about the indebtedness of her co-defendant, John W. Broughton, to complainants, nor does she know anything about any
270 statements alleged to have been made by said John W. Broughton & Stewart Bros. & Co. to complainants about the indebtedness in February, 1881, of said Broughton, agent, to said Stewart Bros. & Co., or anything about the alleged statements of said John W. Broughton as to who he was agent for in the transaction of his mercantile business; but if said Broughton ever made any statements to complainants or to any one else that he was acting as agent for respondent, he stated what was not true. Respondent denies that said John W. Broughton was acting as her agent in carrying on the mercantile business, as set forth in complainants' bill, or that he ever had any authority whatever to use her name in connection with said business, and she avers that she never knew that he had so used her name until she saw it alleged in complainants' bill. Respondent admits that said John W. Broughton is her husband, and that she has lived with him since her marriage, but she avers that she
271 knew nothing about who he was conducting business for, except for himself. She knows, as every one else knew, that he was conducting the business under the name and style of John W. Broughton, agent, but she never knew any other principal in said business except the said John W. Broughton himself. Respondent denies that there ever was any agreement or understanding between she and her said husband, that her name was to be used as the principal in said business, or that she was to share in any way in the profits or losses of said business, and that if the said John W. Broughton ever used her name in connection with said business it was done without any authority from her, and it was without her knowledge. Respondent, further answering, says she does not know for whom said John W. Broughton was acting as agent (if he was acting for any one), as she never heard him or any one else mention any name in connection therewith.

Respondent denies that she well knew that said Broughton
272 was conducting the business for her and as her agent; she denies that he was so conducting said business. Respondent denies that she ever made any statement that said Broughton was her agent, or that she ever held out to the world that she was the principal in said business, and she has no knowledge that any one else so stated or so held. Respondent denies that she was fully cognizant of the acts and conduct of said J. W. Broughton in transacting and managing said business. Denies that she knew anything about the sale to said Stewart Bros. & Co., until being informed of it by said J. W. Broughton after said sale was made. And now, having fully answered, she prays to be hence discharged with her reasonable costs.

CLAUDE PINTARD,
Solicitor for Defendant, Emma Broughton.

THE STATE OF MISSISSIPPI, *Jefferson County:*

273 Personally appeaeed before the undersigned, mayor of the town of Rodney and *ex-officio* justice of the peace in and for said county, Emma Broughton, who, being duly sworn, says the foregoing answer is true.

EMMA BROUGHTON.

Sworn to & subscribed before me, this 6th day of September, A. D. 1881.

J. L. LIMERICK,
Mayor & ex-officio J. P.

And on the said 10th day of September, 1881, the defendant, Claude J. Pintard, filed with the clerk of our said court his separate answer to the bill of complaint herein, which said answer is in the words and figures following, to wit:

THE STATE OF MISSISSIPPI, *Jefferson County:*

In Chancery Court. September Term, 1881.

JAMES H. DUNHAM *et als. v.* JOHN W. BROUGHTON *et als.*

274 The separate answer of Claude J. Pintard, one of the defendants herein, to the bill of complaint of James H. Dunham *et als.*

For answer to so much and such parts of said bill as he is advised it is material for him to answer, answering, says: That he has been a clerk in the store of John W. Broughton, agent, in the town of Rodney, since 1875, employed by the said John W. Broughton and paid by him out of said store. Further answering, says he knows nothing about any of the allegations and statements in said bill of complaint further than that there were received in said store, from time to time, invoices of goods from the said complainants, Dunham, Buckley & Co., and Edward Bates & Co., but whether the same were ever paid for, or whether the said John W. Broughton,

agent, now owes said complainants anything this respondent does not know of his own knowledge.

Further answering, says when he commenced clerking in said store the business was conducted in the name of John W. Broughton, agent, and continued to be so conducted until the same was sold
275 and transferred to his co-defendants, Stewart Bros. & Co. Further answering, respondent says he does not know for whom his co-defendant, John W. Broughton, was acting as agent, whilst he was engaged in business. Further answering, respondent says that on the 26th day of May, 1881, his co-defendant, John W. Broughton, and Andrew Stewart, who was then in Rodney, applied to him to act as trustee in the deed in trust that was made by the said John W. Broughton, agent, to secure to said Stewart Bros. & Co. the two notes mentioned and described in said trust deed, and that he then and there accepted the trust therein created, and continued in said store as clerk until the 13th day of June, 1881, when Hugh W. Brown, the agent of Stewart Bros. & Co., came from New Orleans to Rodney, and the said John W. Broughton, agent, then and there sold and delivered the entire stock of merchandise, notes, books, and accounts to the said Hugh W. Brown, as agent for the said Stewart Bros. & Co., and the said Hugh W. Brown then and there
276 placed respondent in full possession and control of the same as the agent of the said Stewart Bros. & Co., and he has been ever since and still is in entire control of said business, carrying on said business for account of said Stewart Bros. & Co., the said John W. Broughton, acting in said store since said 13th day of June, 1881, in the capacity of clerk, under the dictation of respondent, at a salary of $75.00 per month.

Respondent, further answering, says that he immediately on said 13th day of June, 1881, assumed entire management and control of said business, and has ever since and still is conducting the same for the exclusive benefit of the said Stewart Bros. & Co., the said Stewart Bros. & Co. paying him for his services $100.00 per month; and he avers and charges that said John W. Broughton has not since said 13th day of June, 1881, had any control of said business, but has only been acting in the capacity of clerk under this respondent.

Respondent, further answering, says that immediately after
277 the transfer and delivery of said stock of merchandise, notes, accounts, &c., he had placed in a conspicuous place in said store the name of Stewart Bros. & Co., and as soon thereafter as possible he, with the assistance of the other clerks, to wit, the said John W. Broughton and his co-defendant, W. A. Stewart, commenced taking an inventory of stock, a copy of which inventory is filed herewith.

Respondent, further answering, says he knows nothing of his own knowledge of the allegations and statements in complainants' bill further than he has herein stated.

Respondent further says if there was any fraud or collusion between his co-defendants, the said John W. Broughton and the said Stewart Bros. & Co., for the purpose of defrauding the creditors of

the said John W. Broughton, agent, he has no knowledge of it, and did not participate therein. That the part acted by him in the whole transaction has been in good faith and without any knowledge of any fraudulent intent on the part of the said J. W.
278 Broughton and said Stewart Bros. & Co.; on the contrary, upon information and belief, he avers and charges that the whole transaction between them was *bona fide*.

And now, having fully answered, he prays to be hence dismissed with his reasonable costs.

CLAUDE PINTARD,
Solicitor for Defendant, Claude J. Pintard.

THE STATE OF MISSISSIPPI, *Jefferson County:*

Personally appeared before the undersigned, mayor of the town of Rodney & *ex-officio* justice of the peace in and for said county, Claude J. Pintard, who, being duly sworn, says: All the allegations and statements in the foregoing answer are true as stated.

CLAUDE J. PINTARD.

Sworn to and subscribed before me, this 29th day of August, A. D. 1881.

J. A. LIMERICK,
Mayor & ex-officio J. P.

279 And on the said 20th day of September, 1881, the defendant, W. A. Stewart, filed with the clerk of our said court his separate answer to the bill of complaint herein, which said answer is in the words and figures following, to wit:

THE STATE OF MISSISSIPPI, *Jefferson County:*

In Chancery Court. September Term, 1881.

JAMES H. DUNHAM *et als. v.* JOHN W. BROUGHTON *et als.*

The separate answer of W. A. Stewart, one of the defendants herein, to the bill of complaint of James H. Dunham *et als.*

For answer to so much and such parts of said bill as he is advised that it is material for him to answer, answering, says: He knows nothing about any of the allegations and statements in said bill of complaint made, nor does he know for whom his co-defendant, John W, Broughton, was acting as agent whilst he was engaged in business.
Respondent, further answering, says he only came to America
280 for the first time in the fall of 1880 (having been born and raised in Ireland), since which time he has resided in New Orleans and Memphis, Tennessee, until the 2nd day of July, 1881, when he arrived in Rodney, in said county of Jefferson, having been employed by his uncle, Andrew Stewart, of the firm of Stewart Bros. & Co., his co-defendant herein, as a clerk in the store recently purchased of his co-defendant, John W. Broughton, agent, since which time he he has been in said store in the capacity of a clerk, at a

stipulated salary. And now, having fully answered, he prays to be hence dismissed with his reasonable costs.

CLAUDE PINTARD,
Solicitor for Defendant, W. A. Stewart.

THE STATE OF MISSISSIPPI, *Jefferson County*:

Personallly appeared before me, the undersigned, mayor of the town of Rodney and *ex-officio* justice of the peace in and for said county, W. A. Stewart, who being duly sworn, says the foregoing answer is true.

W. A. STEWART.

281 Sworn to and subscribed before me, this 29th day of August, A. D. 1881.

J. A. LIMERICK,
Mayor & ex-officio J. P.

And afterwards, to wit, on the 13th day of September, A. D. 1881, the same being a day of the regular September term, A. D. 1881, the complainants, by their solicitors, L. Brame, T. L. Millen, and Nugent and McWillie, filed with the clerk of our said court their certain petition and bond, and direction to the clerk to remove this cause into the circuit court of the United States for the southern district of Mississippi, which said petition and bond and directions are in the words and figures following, to-wit:

STATE OF MISSISSIPPI, *Jefferson County*:

Chancery Court. September Term, 1881.

JAMES H. DUNHAM *et als.*
vs.
J. W. BROUGHTON *et als.* } No. 388.

282 To the honorable chancery court of said county:

Your petitioners, whose names and residences are given below, respectively show that they are the complainants in the foregoing entitled suit, commenced by them in this court on the 14th day of July, 1881; that your petitioners were at the time of bringing said suit and still are non-residents of the State of Mississippi, and citizens of different States, that is to say, James H. Dunham, William T. Buckley, and Charles H. Webb, resident citizens of the State of New York, composing the mercantile firm of Dunham, Buckley & Co., and Edwin Bates and Charles K. Bates, resident citizens of the State of New York, and Thomas R. McGahan, a resident citizen of Charleston, in the State of South Carolina, composing the mercantile firm of Edwin Bates & Co.

Your petitioners further show that there is and was at the time said suit was brought a controversy therein between your petitioners and the defendants therein, who are citizens and residents of the States of Mississippi and Louisiana, that is to say, the said de-

283 fendants J. W. Broughton, Emma Broughton, his wife, Julia Noland, and Emily Noland, widow of George G. Noland, deceased, are resident citizens of the State of Mississippi, and defendants Andrew Stewart, Andrew D. Gwynne, P. H. Haley, partners, composing the mercantile firm of Stewart Bros. & Co., are resident citizens of the State of Louisiana. That said suit was brought by your petitioner under the laws of the State of Mississippi for the purpose of setting aside a fraudulent sale and conveyance of certain property described in the bill of complaint, and to subject the same to the payment of their debts. That the matter in dispute in said suit exceeds the sum of five hundred dollars, exclusive of costs.

Your petitioners further represent that said suit was brought to the present September term of said court, and has not been tried, but is now pending in this court, and your petitioners desire to remove the same into the circuit court of the United States for the southern district of Mississippi, in pursuance of § 639 of the Revised Statutes of the United States.

284 Your petitioners offer herewith their bond, executed by Romulus R. Liddell and J. J. Liddell, of Jefferson county, of the State of Mississippi, as sureties, in the penal sum of $250, conditioned as by said act of Congress required. Petitioners therefore pray that the said bond may be accepted as sufficient, and that said suit may be removed into the circuit court of the United States for said southern district of Mississippi, pursuant to the aforesaid act of Congress, and that no further proceedings may be had [in] said cause in this court.

L. BRUME,
T. L. MELLEN,
NUGENT & McWILLIE,
Solicitors for Complainants.

Bond.

Know all men by these presents, that we, James H. Dunham, William T. Buckley, and Charles H. Webb, composing the mercantile firm of Dunham, Buckley & Co., and Edwin Bates, Charles K. Bates, and Thomas R. McGahan, composing the mercantile firm of Edwin Bates & Co., as principals, and Romulus R. Liddell
285 and J. J. Liddell, of Jefferson county, in the State of Mississippi, as sureties, are held and firmly bound unto Andrew Stewart, Andrew D. Gwynne, and P. H. Haley, composing the mercantile firm of Stewart Bros. & Co., W. A. Stewart, Claude J. Pintard, John W. Broughton, Emily Noland, Julia Noland, and Emma Broughton, wife of said John W. Broughton, in the penal sum of two hundred and fifty ($250.00) dollars, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the said James H. Dunham, William T. Buckley, and Charles H. Webb, composing said mercantile firm of Dunham, Buckley & Co.; and Edwin Bates, Charles K. Bates, and Thomas R. McGahan, composing said mercantile firm of Edwin Bates & Co., shall enter and file, or cause to

be entered and filed, in the next circuit court of the United States in and for the southern district of the State of Mississippi, on the first day of its next session, copies of all process, pleadings, depositions, testimony, and other proceedings in a certain suit or
286 action now pending in the chancery court of Jefferson county, in the State of Mississippi, numbered 388 on the general docket of said chancery court, wherein said Dunham, Buckley & Co. and Edwin Bates & Co. are plaintiffs and said Stewart Bros. & Co., John W. Broughton, Emily Noland, Julia Noland, Emma Broughton, wife of said John W. Broughton; W. A. Stewart, and Claude J. Pintard are defendants, and shall do such other appropriate acts as by the act of Congress in that behalf are required to be done upon the removal of such suit from said State court into the United States court, then this obligation to be void; otherwise, of force.

Signed and sealed, this 12th day of September, A. D, 1881.

JAMES. H. DUNHAM, [SEAL.]
By TOM L. MELLEN, *Att'y.*
WILLIAM T. BUCKLEY, [SEAL.]
By TOM L. MELLEN, *Att'y.*
CHARLES H. WEBB, [SEAL.]
By TOM L. MELLEN, *Att'y.*
EDWIN BATES, [SEAL.]
By TOM L. MELLEN, *Att'y.*
CHARLES K. BATES, [SEAL.]
By TOM L. MELLEN, *Att'y.*
THOMAS R. McGAHAN, [SEAL.]
By TOM L. MELLEN, *Att'y.*
R. R. LIDDELL. [SEAL.]
J. J. LIDDELL. [SEAL.]

It is admitted by all the defendants that the sureties on the
287 foregoing bond are solvent, good, & sufficient.

CLAUDE PINTARD,
Solicitor for Defendants.

THE STATE OF MISSISSIPPI, *Jefferson County:*

In Chancery Court. To September Term, 1881.

JAMES H. DUNHAM *et al.*
v. } No. 388.
J. W. BROUGHTON *et al.*

Set for hearing on petition of complainants to remove this cause into the circuit court of the United States for the southern district of Mississippi, in pursuance of section *of section* 639 of the Revised Statutes of the United States.

L. BRAINE,
J. L. MERLIN,
NUGENT & McWILLIE,
For motion.

PINTARD, *Contra.*

The clerk will enter the foregoing directions on the motion docket of said court.

MELLEN, *Sol's.*

Afterwards, to wit, on the 16th day of September, 1881, the same being a day of the regular September term, 1881, of our said
288 court, the following proceedings were had, to wit:

JAMES H. DUNHAM *et als.*
v.
JOHN W. BROUGHTON *et als.* } No. 388.

This cause having been set for hearing on petition of complainants to remove this cause into the circuit court of the United States for the southern district of Mississippi, in pursuance of section 639 of the Revised Statutes of the United States, and the said petition now coming on to be heard, and being read to the court, with the statutory bond in due form executed, with R. R. Lidell and J. J. Liddell, good and sufficient sureties—

The court doth consider and so order that said motion be overruled and said pe-tion denied, to which ruling of the court the complainants then and there accepted.

THE STATE OF MISSISSIPPI, *County of Jefferson:*

I, O. H. McGinty, clerk of the chancery court in and for said county and State, do hereby certify that the foregoing 419 pages
289 contain a true and perfect transcript of all the papers, pleadings, proofs, motions, and orders in that certain cause lately pending in our said chancery court (wherein James H. Dunham and others are complainants and John W. Broughton and others are defendants, number 388 of the general docket of said court), up to the time of and including the order of the court refusing a removal to the United States circuit court; also a copy of the petition and bond for removal, as fully as the same now appears of record and on file in my said office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court at Fayette, this 31st day of October, A. D. 1881.

[SEAL.] O. H. McGINTY,
Chancery Clerk.

(Endorsed:) Filed Nov. 3, 1881. J. M. McKee, cl'k.

And afterwards, to wit, on the 3rd day of November, 1881, an amendment to the bill of complaint herein was filed by Katz & Barnett, in the words a- figures following, to wit:

290 United States Circuit Court, Southern District of Mississippi.
November Term, 1881. In Equity.

JAMES H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

To the honorable the circuit judges of said court, presiding:

Sigmand Katz, Jacob Katz, Nathaniel Barnett, and Selvia Barnett, partners in trade under the firm name and style of Katz &

Barnett, resident citizens of and doing business in the city of New Orleans, State of Louisiana, and in the city of New York, State of New York, (with the consent of the original complainants herein,) now come and join as co-complainants in this suit, and pray that they may be recognized as such, and they state the following grounds and amendment to the original bill, which are true, and they ask that said bill may be amended accordingly, that is to say:

1. Between lines 20 and 21, on page 1, after words "Edwin Bates & Co.," insert the following: "Sigmond Katz, Jacob Katz,
291 Nathaniel Barnett, and Selvia Barnett, partners in trade under the firm name and style of Katz & Barnett, in the city of New Orleans, and in the city of New York, said parties all residing in Louisiana and New York.

2. After the word "years," in the 11th line, on page 2 of said original bill, insert: "And Katz & Barnett are importers and jobbers, doing business in said citities of New Orleans and New York, and have been for many years."

3. Between lines 29 and 30, on page — of said original bill as written, after the words "Exhibit B" insert: "That on the 18th day of March, 1881, said Katz & Barnett sold and delivered to said J. W. Broughton, agent, while engaged in said business, at his special instance and request, goods, wares, and merchandize of the price and value of $853.97, as shown by an itemized account, duly sworn to and herewith filed as a part hereof, marked "Exhibit B B," said John W. Broughton, agent, then and there promised to pay said debt, but has wholly failed and neglected so to do. Said sum of $853.97, with interest at the rate of 5 per cent. per annum from March 18th, 1881, is still due said Katz & Barnett, and for
292 which no security or satisfaction has been received."

And said Katz & Barnett adopt as their own the averments of the aforesaid original bill, and join in the prayer thereof for relief, agreeing to share the fruits or costs of the litigation in due proportion, according to the theory of said bill.

L. BRAME,
T. L. MELLEN,
Sols. for Katz & Barnett.

Waiving all formality, we, the undersigned solicitors for Dunham, Buckley & Co. and Edwin Bates & Co., complainants in the original bill above mentioned, hereby adopt the above amendments, and consent that the same shall be made, and that Katz & Barnett shall be considered and treated as co-complainants in respect to their said debt of $853.97 and interest as asked.

L. BRAME,
T. L. MELLEN,
NUGENT & McWILLIE,
Sols. for Complainants.

293 THE STATE OF LOUISIANA, *Parish of Orleans:*

Before me, Benjamin Ory, a commissioner of the State of Mississippi, in and for the State of Louisiana, this day personally came

said Sigmund Katz, a member of the firm of a Katz & Barnett, doing business in this city, and being by me duly sworn on oath, stated that the foregoing amendments to the aforesaid bill of complaint are true in substance and in fact.

SIGMUND KATZ,
Of KATZ & BARNETT.

Sworn to and subscribed before me, this 13th day of September, A. D. 1881.

[SEAL.] BENJAMIN ORY,
Commissioner for Miss., in New Orleans, La.

(Endorsed:) Filed Nov. 3, 1881. J. M. McKee, cl'k.

Exhibit B B to the amendment of Katz & Barnett to the bill of complaint is in the words and figures following, to wit:

294 STATE OF LOUISIANA, *City of New Orleans:*

Personally appeared before the undersigned, a commissioner of the State of Mississippi in and for the State of Louisiana, duly commissioned and authorized by the executive authority of said State of Mississippi, to take the acknowledgment and proof of the execution of deeds and other instruments in writing, and administer oaths and affirmations, to be used or recorded in said State of Mississippi, Sigmund Katz, of the firm of Katz & Barnett, of said city of New Orleans, who, being by me first duly sworn, deposed that the annexed account, amounting to the sum of eight hundred and fifty-three $\frac{97}{100}$ dollars, against J. W. Broughton, ag't, of Rodney, Miss., is correct, and same as stated is just and true, and that no part of the money stated to be due has been received or any security or satisfaction given for the same, except what is credited therein; that to the best of his knowledge and belief no other person has received any part of said sum, except what is credited therein, and that the sum of eight hundred & fifty-three $\frac{97}{100}$ dollars so claimed is
295 actually due from said J. W. Broughton, ag't, against whom it is charged.

SIGMUND KATZ.

Sworn to and subscribed before me, at my office in New Orleans, this 14th day of July, A. D. 1881.

[SEAL.] GEO. J. HERO,
Commissioner.

NEW ORLEANS, *March 18th*, 1881.

Mr. J. W. BROUGHTON, Ag't, *Rodney, Miss.*,
Bought of HATZ & BARNETT, Importers and Jobbers.

Duplicate.

39⅝	yds.	Hamb.	edg.,	122,	4¼		1 68
36	"	"	"	128,	4½		1 62
39½	"	"	"	138,	5½		2 17
36¼	"	"	"	150,	6		2 17

	36 yds. Hamb. edge., 160, 6½		2 34
	38¼ " " " 174, 7		2 68
	27 " " " 266, 11		2 97
	18 " " " 450, 26½		4 77
	13⅜ " " " 468, 30		4 01
	4½ " " " 530, 70		3 15
	17¾ " " " 456, 27		4 79
	35 " " ins't'g., 111, 43		1 66
	38⅝ yds. Hamb. ins't'g., 131, 7½		2 67
296	37⅝ " " " 149, 8½		3 19
	23⅜ " " " 191, 15		3 53
	18⅝ yds. Hamb. ins't'g, 201, 16½		3 07
	18 " Nainsook emb'd'y, 9650, 18		3 24
	18 " " " 611, 17		3 06
	27 " " 1841, 11		2 97
	27 " " 1940, 7½		2 03
	27 " " 8810, 7½		2 02
	18 " ins't'g, 611½, 13½		2 43
	3 doz. serp. braid, ea., 9, 13, 17, 21, 25, 29, 33	4 41	
	3 " " " " " 37, 41, 46	3 69	
		8 10	
	Less 50 per cent.	4 05	
			4 05
	1 doz. J. R. dress shields, 2		2 40
	1 " " " " mth.		2 40
	¼ " hoopskirts, all, 12		3 00
	20 yds. India mull, 118, 25		5 00
	20 " check Nainsook, 38, 20		4 00
	20 " striped " 49, 25		5 00
	20 " Bishop lawn, 10, 20		4 00
	20 " " " 30, 25		5 00
	20 " Victoria lawn, 97, 12½		2 50
	40 " " " 107, 2 p'c's, 14		5 60
	40 " " " 117, " 17½		7 00
	40 " " " 137, " 22½		9 00
	20 " Swiss mull, K, 10		2 00
	20 " " " A, 12½		2 50
	20 " " " T, 15		3 00
	20 yds. Swiss mull, Y, 20		4 00
297	30 " dotted swiss, 269, 42½		12 75
	20 " " " 52, 32½		6 50
	51 yds. f'cy figu-e, 612, 20		10 20
	50 " " " 19, 11½		5 75
	51 " " " 571, 25		12 75
	22 " veiling, 289, 16½		3 63
	48½ " pin dot veiling, 20, 2 p'c's, 27½		13 34
	48 " Torchon lace, 44, 2½		1 20
	48 " " " 1551, 3¾		1 80
	48 " " " 335, 4¼		2 04
	48 " " " 433, 6		2 88

36 yds.	Torchon lace, 7, 15	5 40
36 "	" " 870–10028, 12	4 32
3 doz.	Languedoc lace, 1433, 85	2 55
3 "	" " 1853, 1	3 00
1 "	pt. D, Eloncand, 82–1124	3 00
2 "	" " 1123, 2.40	4 80
2 "	" Bucharest, 1180, 2.25	4 50
2 "	" antique, 773, 2.25	4 50
2 "	" " ins't'g, 72½, 1.75	3 50
3 "	grey lace, ea., 4384, 85; 13026, 85	5 10
2 "	Torchon excelsior, 108–964, 1.25	2 50
3 "	" " 108–963, 1.15	3 45
3 "	pat. lace, ea., 2226, 372; 5123, 272	1 95
3 "	" " " 5516, 322; 366, 30; 6654, 30	2 77
3 "	" " " 5577, 25; 5541, 55; 5389, 45	3 75
3 "	new Swiss emb'd'y, ea., 9908, 25; 3244, 80, 4447, 1; 4344, 1	10 65
2 "	new Swiss emb'd'y, ea., 1373, 2	4 00
	1 gro. f'cy dress trimming	2 25
298	1 pce. beau ideal, 1	30
	2 " " " 2, 50	1 00
3	pce. beau ideal, ea. 1,392, 40; 1,129, 50	2 70
¼	gro. everlasting ideal, ea. 36, 3.50; 23, 4.25; 24, 5.25; 25, 6.50	4 94
3	pcs. " " " 75, 40; 1,522, 60; 55, 40; 1,440, 50	5 70
2 "	emb'd'y ideal, ea. 6,743, 40	80
3 "	lawn tennis tulling, ea. ⅝, 5.72; ¾, 65; 1, 75	5 93
1 "	hoop braid, ea. 17, 45; 21, 55; 25, 65	1 65
2 bxs.	f'cy trimming, ea. 1, 40; 2, 40; 3, 60	2 80
1 pce.	emb. do. gaiter web	1 15
½ doz.	lad. mourning setts, 581–1162, 5.00	2 50
1 "	" " " 22	4 00
1 "	" eubb. setts, 18	3 00
¼ "	gent's fcy. scarfs, 236–300, 6.50	1 62
½ "	" " " ea. 196–56, 6.50; 127–50, 5	5 75
½ "	" " " ea. 313–51, 9.50; 241–38, 7	8 25
½ "	" blk. " ea. 1812, 6.50; 236–35, 6.50	6 50
½ "	fcy. ties, ea. 36404, 4.00; 10601, 4.00	4 00
1 "	perfection ties, ea. 5–8, 2.50; 9–8, 4.50	7 00
4 "	calico ties, 20	80
1 "	percale ties, 85	55
1 "	col'd silk ties, 311	2 00
1 "	turkey-red dalies, ea. 135, 85; 225, 1.00	1 85
3 brocaded	½ umbrellas, ea. 22, 90; 20, 80; 18, 70	7 20
6 fcy.	threaded ging. umbrellas, 18, 4.72	2 85
6 ging.	umbrellas 6, ea. 16, 3.72; 20, 5.72	5 70
5 fcy.	parasols, 6 ea. 16, 30; 20, 40	4 50
½ doz.	cotton parasols, 18, 3.00	1 50
3 fringed	silk, 183, 3.25	9 75

299		3 wht. trilled silk, 88–22, 2.25	6 75
		2 mour-ing hand., 313 on ea. 24, 2.25; 22, 7.80; 20, 1.60	11 50
2		embd. sat-n, on 391, 3.50	7 00
3		lined parasols, 209, 1.90	5 70
3	"	satin parasols, 736, 2.50	7 50
4	"	" " 730, 2.25	8 00
½	doz.	fcy. hose, 844, 7.00	3 50
1	"	" " ea. 1758, 6.00; 1779, 8.00	14 00
2¼	"	boys' fcy. socks, 427, 4.75	10 60
4	"	miss. " hose, 1890, 4.75	10 00
4	"	" lisle " 1700, 3.00	12 00
2	"	" fcy. " 1594, 6.50	13 00
2½	"	" fcy. " 600, 1.35	3 38
1½	"	polka dot. socks, 932, 5.25	7 87
½	"	blk. lace mitts, ea. 250, 7.00; 1016, 9.00	8 00
½	"	fcy. silk " 350, 12.00	6 00
1	"	lad. Berl. gloves, ea. 114, 4.00; 143, 10.00	14 00
½	"	jet necklaces, 150, 10.50	2 63
1	"	shell sleeve butt's, 766	3 00
½	"	nickel chains, ea. 5, 5.00; 20, 10.50	7 75
½	"	lad. jet sets, 12, 5.50	2 75
¼	"	" " bre-st pins, 11, 7.00	1 75
½	"	" fcy. " " 10, 2.00	1
1	"	" " " " ea. 201, 1.50; 258, 1.75	3 25
¼	"	" filagree " " 4.00	1
1/12	"	fcy. gilt pins, ea. 156, 10.00; 770, 6.00; 1864, 7.00; 975, 12.00	2 96
1/12	"	" " pins, ea. 134, 12.00; 1176, 12.00; 1454, 6.00; 590, 7.00	3 08
1/12	"	" " " " 955, 13.00; 200, 2.50; 801, 15.00; 901, 15.00	4 13
	1/12	doz. fcy. gilt pins, ea. 521, 5.20	42
300	1/6	" " " " " 584, 5	83
	¼	" " " " " 56, 4.50	1 13
½	doz.	screw studs, 1, 3.50	1 75
½	"	coll. butt's, 391, 2	1
1	"	gents' scarf pins, ass't.	1 75
½	"	Rodgers' scissors, 1741, 66	3
1	gro.	pearl shirt butt's, ea. 1, 90; 2, 1.15; 3, 1.85	3 90
2	gro.	met. pant " "22, 10; 24, 1.22	45
1	"	I. R. " "13724, 65; 19724, 65; 124, 96	2 20
1	"	" butt's, ea. 46924, 90; 46824, 90; 44624, 90	2 20
3	"	wh't. ivory butt's, 18, 40	1 20
3	"	" " " 24, 60	1 80
1	"	" " " 27	75
1	"	super. pearl " 22	2 50
3	"	f'cy V. I. butt's, 73 & 7424, 90	2 70
1	"	" " " 7328	1 10
1	"	" " " M 24	1
1	"	col'd V. I. " 7528	75

2	gro. col'd V. I. butt's, N 28, 90	1 80
1	gro. linen " 31393, ea. 26, 65; 32, 75	1 40
1	doz. nickel match safes, 26	1 75
1½	" Barbour's flax thread, 1	1 91
½	" jet bracelets, ea. 27 D, 4.40; 16 B, 3	3 75
½	" nick. Todd. bracelets, 1.75	87
½	" shell " 3	75
¼	" necklaces, 4.50	1 12
1	" bl'k combs, ass't., 2302	2 50
¼	" emb'd lawn ties, 150	2 75
	1 doz. emb'd lawn ties, 13221	4 50
301	¼ doz. lace Swiss bows, 12	3 00
	¼ " " " " 1, 5.50	1 38
¼	doz. Venice lace " 2, 6	1 50
¼	" Spanish " scarfs, ea. 2876, 8; 8001, 14	5 50
¼	" emb'd mull fichus, 18.00	4 50
1	Spanish lace " ea. 1.65 & 2	3 65
½	doz. leaf silk h'dk'fs, 13.50	6 75
½	" polka dot " 13.50	6 75
1	" ass't. " "	2 40
1	" emb'd linen h'dk'fs	5 50
4	" Madras " 32 in 2	8 00
1½	" French corsets, C. P. 5, 18	27
½	" shaving brushes, 115, 3	1 50
½	" cloth " 156, 4	2 00
1½	" col'd shirts, 2800, 14.00	21 00
1	" merino undershirts, 1.70	3 75
1	" Nainsook " 1.38	4 75
1	" Cheviots " ea. 975, 6.50; 945, 4.50	11 00
¼	" wh't. " " 3, 6; 4, 7.50; 2, 10.00; 1, 8.	7 87
1	" Colgate's extract	6 50
1	" Jessie Oakley's soap	1 25
1	" Old Reliable do.	90
2	" Bry. Windsor do., 1.25	2 50
3	" Turkish But. L. soap, 45	1 35
1	" box Union " 3 doz.	2
1	" bl'k fans, 1824	5 50
½	" " " 664, 12	6
¼	" feather fans, 1888, 10.50	2 63
	⅓ doz. ass't. feather fans, 3310, 10.50	3 50
302	½ doz. ass't. straw fans, 9	4 50
	1 " f'cy fans, 1688	4 50
1	doz. straw fans	1 50
½	" Fataniza fans, 2.40	1 20
½	" " 2.75	1 37
1	" bl'k shick Jap. fans	45
2	" col'd Jap. fans, ea. 103, 2.50; 4, 2; 108, 75	10 50
1	" " " 138, 3; 149, 3.75; 184, 3	9 75
½	" Sarah Bernhardt fans, 5	2 50
½	" satin Jap. fans, 12	6
2	" fan cords, 1.25	2 50

1 doz. flirtation fans	4 50
1 " jet hair daggers	2 75
¼ " prs. side combs, ea. 450 & 550	2 50
Cases and dray	2 50
Ins. on $936, @ ⅜	3 51
	$853 97

(Endorsed:) Filed, with amendment of Katz & Barnett, Nov. 3, 1881. J. M. McKee, cl'k.

And on the 14th day of Nov., 1881, the answer of defendants to the amendment to bill filed by Katz & Barnett was filed in the office of the clerk of said court, which, with the agreement of counsel thereto appended, is in the words and figures following, to wit:

303 United States Circuit Court, Southern District of Mississippi.
November Term, 1881.

JAMES H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

In the above case, removed from the chancery court of Jefferson county, Mississippi, it is admitted by the defendants that the facts stated in the amendment filed by Katz & Barnett as to the citizenship of the parties and the indebtedness of said Katz & Barnett are true. For further answer to said amendment defendants respectively refer to and reaffirm their several answers to the original bill on file.

Leave of court, notice, and all mere formalities in respect to the said amendment are hereby waived, and it is agreed that the case shall proceed as though said original bill had been by order of court actually amended as asked.

Nov. 10th, 1881. CLAUDE PINTARD,
Sol. for all the Def'ts.

It is agreed that the above and the answers referred to may
304 stand as the answer of each and all the defendants to the amendment of Katz & Barnett.

L. BRAME,
T. L. MELLEN,
Sol's for said Complainants.

(Endorsed:) Filed Nov. 14th, 1881. J. M. McKee, clerk.

And afterwards, to wit, on the 23rd day of November, A. D. 1881, the complainants filed in the office of the clerk of said court their general replication, in the words and figures following, to wit:

305 United States Circuit Court, Southern District of Mississippi.

JAMES H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

Complainants, reserving all advantage of exception to the manifold insufficiencies of the answers of the several defendants in this cause, for replication thereunto say that they will aver and prove

their bill to be true and sufficient, and that the answers of the said defendants are uncertain and untrue in so far as they contradict or deny the allegations of the bill.

All which these complainants will be ready to aver and prove as this honorable court shall direct, and humbly pray as in said bill they have already prayed.

L. BRAME,
T. L. MELLEN,
NUGENT & McWILLIE,
Complainants' Solicitors.

(Endorsed:) Filed Nov'r 23d, 1881. J. M. McKee, cl'k.

306 And on the 25th day of Nov'r, A. D. 1881, being a day of a regular term of said court, the following order was made and entered of record, to wit:

JAMES H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

By consent, it is ordered that both parties to this cause have until the next term of this court within which to take testimony.

And on said 25th day of Nov'r, A. D. 1881, being a day of a regular term of said court, the following order was made and entered of record, to wit:

307 JAMES H. DUNHAM *et al.* } 322.
v.
JNO. W. BROUGHTON *et al.* }

Upon application of John I. Adams and W. H. Renaud, composing the firm of John I. Adams & Co., creditors of John W. Broughton, agent, and upon consent of plaintiff, it is ordered that said John I. Adams & Co. be, and are hereby, joined as parties complainant in the bill herein, and shall be entitled to the same relief that may [be] decreed to complainants, but to rank in priority after those who have already joined, and shall also contribute their portion of the costs if it shall be adjudged against complainants.

And on said 25th day of November, A. D. 1881, the following sworn account was filed in the office of the clerk of said court, in the words and figures following, to wit:

308 STATE OF LOUISIANA. *City of New Orleans:*

Personally appeared before the undersigned, a commissioner of the State of Mississippi, in and for the State of Louisiana, duly commissioned and authorized by the executive authority of the State of Mississippi to take the acknowledgment and proof of the execution of deeds and other instruments in writing, and to administer oaths and affirmations to be used or recorded in the State of Mississippi, William H. Renaud, of the firm of John I. Adams & Co., of said city of New Orleans, who, being by me first duly sworn, deposed that the annexed accounts, whereon a balance amounting to the sum of six hundred and forty-nine $\frac{67}{100}$ dollars is due against J. W. Broughton, agent, of Rodney, Miss., are correct, and same, as stated,

is just and true, and that no part of the money stated to be due has been received, or any security or satisfaction given for the same, except what is credited therein; that to the best of his knowledge and belief no other person has received any part of said sum, except what is credited therein, and that the sum of six hundred and forty-nine $\frac{67}{100}$ dollars so claimed is actually due from said J. W.
309 Broughton, agent, against whom it is charged.

WM. H. RENAUD.

Sworn to and subscribed before me, at my office in New Orleans, this ninth day of August, A. D. 1881.

[SEAL.] GEO, A. HERO, *Commissioner.*

JOHN I. ADAMS. WM. H. RENAUD.

Statement.

NEW ORLEANS, *Aug.* 6, 1881.

J. W. Broughton, ag't, Rodney, Miss., to Jno. I. Adams & Co., Dr.

1880.					
Sept.	30.	Mdse.	78	60	
Oct.	12.	"	56	88	
Nov.	12.	"	24	05	
	19.	"	52	07	
Dec.	16.	"	101	64	
	23.	"	67	33	
	24.	"	28	52	
'81.					
Jan'y	8.	"	61	20	
	29.	"	48	91	
	31.	"	181	71	
Feb'y	8.	"	116	25	
	23.	"	88	86	
M'ch	8.	"	112	52	
310					
	31.	"	128	48	
Apr.	18.	"	144	58	
May	13.	"	104	73	
		Bal. int. after 30 d's	17	92	
					$1,414 25

1880.		CR.			
Sept.	30.	Cash	66	98	
Nov.	13.	"	35		
	19.	"	40		
Dec.	17.	"	100		
'81.					
Jan'y	10.	"	47	66	
Feb'y	1.	"	100		
M'ch	10.	"	30		
	31.	"	50		

1880.				
Apr.	18.	Cash	96	
	22.	"	49 75	
May	13.	"	125	
June	17.	Pro. sales, 151, $138	24 19	
				$764 58
		Bal. due J. I. A. & Co.		$649 67

311 And on said 25th day of November, A. D. 1881, being a day of a regular term of said court, the following order was made and entered of record, to wit:

JAMES H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

Katz & Barnett, creditors, are admitted as parties complainant in this cause, they agreeing to share the fruits or costs of the litigation according to the theory of the original bill.

And afterwards, to wit, on the 30 day of May, A. D. 1882, the same being a day of a regular term of said court, the following order was made and entered of record on the minutes of said court, to wit:

312 J. H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

By agreement this cause is continued, and both parties are granted until the next regular term of this court within which to take testimony.

And afterwards, to wit, on the 28th day of August, A. D. 1882, the deposition of James A. Miller was filed in the office of the clerk of said court, and is in the words and figures following, to wit:

313 DUNHAM, BUCKLEY & Co. *et als. vs.* J. W. BROUGHTON *et al.*

The testimony of JAMES A. MILLER, a material witness, examined on behalf of the complainants in the above-entitled cause, which is pending in the hon. circuit court of the United States for the southern district of Mississippi, on the equity side of said court, said witness being examined upon the interrogatories (both direct and cross) hereinbelow written; that is to say, James A. Miller, being sworn, testified as follows, to wit:

1st Question. State your name and business.

Answer. My name is James A. Miller. I am a salesman for Edwin Bates & Co., of New York city.

2nd Question. Did you take an order for a bill of goods from J. W. Broughton in January, 1881?

Answer. I took an order for a bill of goods from J. W. Broughton the latter part of January, 1881.

314 3 Question. Did you have any conversation with Stewart Bros. & Co. about that time about Broughton's business? If so, state all that occurred fully and particularly.

Answer. I called at Stewart Bros. & Co.'s office in the city of New Orleans and saw Mr. Stewart of that firm in their cotton room. I

stated to Mr. Stewart that Broughton owed Edwin Bates & Co. a note for $2,358.00, or about that amount, which was due about 15th January. I told Mr. Stewart I had just returned from Rodney, and while there had supposed that this note had been paid, as Mr. Broughton had said nothing to me about it, but that it had not been paid, and that I had taken an order from Mr. Broughton, which I did not feel like filling or of delivering the goods until I felt assured that this past-due note would be paid. I asked Mr. Stewart if he would pay the note. He replied not just now. I then stated that his firm had received within the last few days from Broughton about (50) fifty bales of cotton by the Lee, and I thought that Edwin Bates & Co.
315 should receive a portion of the sales of this cotton towards payment of their debt. Mr. Stewart replied, we do not wish to pay out any more money for Broughton at present. We expect Mr. Broughton down here shortly, and we think when he comes he will be able to pay one-half he owes at the North, and the other half will have to be extended till next fall, which I told him would be satisfactory. He then asked me how much I supposed Mr. Broughton owed at the North, and I told him I thought he owed then between twelve and fourteen thousand dollars. Mr. Stewart replied, if we should pay all of this indebtedness Mr. Broughton would then owe us (Stewart Brothers & Co.) as much money at the beginning of the season as we would care for him to owe us at the end of the season. I asked him how much they would allow Broughton to owe them. He replied, as much as $15,000 or $18,000, at the end of the season. That he owed them at the end of last season, on the first of October, some $17,000.00. I asked him how much
316 does Mr. Broughton owe you now? He replied, between 4,500 and $5,000. I asked him if he had placed the proceeds of this fifty (or about fifty) bales of cotton which had just come down from Mr. Broughton to his (Broughton's) credit. He replied, that whenever they received a shipment of cotton from a party it was their custom to place the estimated value of the cotton to the credit of the party who had shipped it to them, and that they had done so in this case.

Mr. Stewart asked me what I thought of Mr. Broughton, as I had been to Rodney and saw him. I stated to him that I thought very highly of Mr. Broughton as a gentleman, and from what Mr. Broughton had told me, and from what I saw while at Rodney, that I thought Mr. Broughton would be able to pay all he owed in the following fall, as he had told me that he had about a $40,000.00 stock of goods on hand, and owed between 19,000 and $20,000.00. As I was leaving the office of Stewart Bros. & Co., I told Mr. Stewart that if Broughton paid half of his indebtedness that spring
317 that his Northern creditors would extend the time to the next fall for him to pay the balance. That I was going on to New York, and would see Broughton's creditors there, and would represent to them Broughton's condition as I understood it to be at that time.

4th Question. What influence, if any, did this conversation with Stewart Bros. & Co. have with you or your firm in reference to the shipment to Broughton for his indebtedness to you?

Answer. When I arrived at New Orleans, I think it was about the 5th of February, (1881,) I ascertained that this note of Broughton had not been paid, and when I forwarded the order of Broughton to Edwin Bates & Co. I put or wrote on the order "ship at once;" but when I ascertained that the note was not paid by Broughton I wrote to Edwin Bates & Company not to ship the goods till the 19th of February. This was about the 6th of February, and the day after the conversation with Stewart Bros. & Co., and I stated
318 in this letter to Edwin Bates & Company that at all events the goods should not be shipped until the note of Broughton was paid. Edwin Bates & Co. replied to this letter that they had shipped the goods about 11th of February. It was my intention to stop these goods in New Orleans until this note was paid, but I did not stop them, for the reason that Mr. Kopper, who represented Dunham, Buckley & Company, arrived in New Orleans from Rodney and stated that he had had a conversation with Mr. Broughton and also with Messrs. Stewart Bros. & Co.

(Objection. Counsel for defendants here objects to any conversation which Mr. Kopper told witness he (Kopper) had had with Broughton, or with Stewart Bros. & Co., upon the ground that the answer would be mere hearsay evidence.)

Mr. Kopper said he was fully satisfied from his conversations with Mr. Broughton that he (Broughton) was solvent and would
319 be able to pay one-half of his indebtedness in the spring. He said he had written his house his opinion of Broughton's condition and had recommended them to fill Broughton's orders. Mr. Kopper gave to me such a confident opinion of Broughton's ability to pay out that I concluded to let our goods go on through to him and did so.

I think I had the conversation with Messrs. Stewart Bros. & Co. between the 5th and the 15th of February. If Stewart Bros. & Co. had told me that Broughton owed them as much as $10,000.00, I would not have shipped the goods.

5th Question. Do you mean that you would not have shipped the goods?

Answer. I would not have let the goods gone forward. I would have stopped them in New Orleans.

6th Question. Had Kopper had any interview with Stewart Bros. & Co. before your interview with Kopper?

320 (Objection. Defendant's counsel objects to the witness stating whether or not Kopper had had any conversation with Stewart Bros. & Co., unless witness can say that he knows of such conversation of his own knowledge, or unless witness was informed of such conversation by Stewart Bros. & Co.)

Answer. Yes; Mr. Kopper had had a conversation with Messrs. Stewart Bros. & Co. before his conversation with me. I got this from Mr. Kopper himself. He told me he had seen Messrs. Stewart Bros. & Co. and had had a conversation with them.

7th Question. Beside- the statement of Stewart Bros. & Co. as to

the amount that was due them by Broughton, did you or your house have any knowledge of the indebtedness due to Stewart Bros. & Co.?

Answer. I kid not; I had no other knowledge.

8th Question. Who had control of that business, and of the business of your house in that territory?

321 Answer. I did.

9th Question. After the statement by Stewart Bros. & Co. to you as to the amount of their indebtedness against Broughton and their willingness to pay a portion of his indebtedness to other creditors and carry him over, what did you or your house do with reference to the amount of the note due you and the account for goods sold afterwards?

Answer. I telegraphed to New York to have the note of Broughton sent out to the Louisiana National Bank, feeling satisfied from what Mr. Stewart had said that one-half of the amount would be paid when Mr. Broughton visited the city, and I allowed the goods in transit to go forward to Broughton on their arrival in New Orleans about the 19th of February, and I wrote Edwin Bates & Co. to that effect.

10th Question. Did you take any steps to collect or secure your debt after that; and, if not, why not?

Answer. I did not for this reason: About that time the
322 roads were in a very bad condition and cotton was coming in very slowly, and I supposed that Messrs. Stewart Bros. & Co. were simply waiting until Broughton had finished shipping his cotton, when he would come to the city, and they would carry out the arrangements of which I had been informed by Mr. Stewart.

11th Question. Did you ever at any time after the interview with Stewart Bros. & Co. and before the failure of Broughton, or the time when he sold out to them, receive any information from them as to any additional or larger indebtedness of theirs against Broughton, or did you receive any intimation of the intention on their part not to advance for Broughton and carry him over for the year 1881?

Answer. I never received any intimation from Stewart Bros. & Co. or from any one that Broughton owed them any more than the amount Mr. Stewart told me he owed them, nor did I receive any intimation that they would not advance Broughton for the year 1881, as they had done for the previous year.

323 12th Question. At the time you were in Rodney in January, when you took the order from Broughton, state what sort of a stock Broughton had in his store, and the character of it, and your estimate of the value of it, and what Broughton said.

Answer. I should judge that there was a stock of the value of $35,000.00 in Broughton's store. There was at least $3,500.00 or $4,000.00 of clothing; a large lot of groceries and of dry goods, besides other goods; I have been in the wholesale clothing business since the year 1846. The stock in Broughton's store was in fine condition, and had the appearance of being a fine and fresh stock.

13th Question. Were you paid anything by Broughton, or by Stewart Bros. & Co., or any other person for him, on the above-mentioned indebtedness, at any time after it was contracted?

Answer. There has been nothing paid on the said indebtedness of Broughton to my knowledge.

324 14th Question. Did you know who Broughton was acting as agent for?

Answer. The only information I have on this subject is what I got from Broughton in 1874, or about that time when he started as J. W. Broughton, agent. He then stated to me that he was agent for his wife; that she had a separate property of her own of the value of about $8,000.00. I was then of the firm of Garthwaite, Lewis & Miller, of New York and New Orleans, and sold him what goods he wanted on a credit.

15th Question. In what territory do you represent your house and in what place do you make your headquarters; are you not frequently in New Orleans?

Answer. I represent them in Louisiana and along the Mississippi river as high as Vicksburg; I make my headquarters, except when travelling selling goods, most of the time at 507 Broadway, New York city; yes; I am frequently in New Orleans; I have been in New Orleans almost continuously since sometime in October;

325 had my office at No. 29 Magazine street.

Cross-examination:

Cross-interrogatory. Does not your answer to the third interrogatory-in-chief contain a full account of everything which took place between yourself and Mr. Stewart, by conversation or otherwise, with reference to the matters about which you have testified.

Answer. It does as far as I recollect.

JAMES A. MILLER.

Subscribed and sworn to before me, this 1st day of April, 1882.

MALCOLM J. McRAE,
Commissioner.

326 THE STATE OF MISSISSIPPI, *Hinds County:*

I, Malcolm J. McRae, a commissioner in chancery for the county and State aforesaid, duly appointed and qualified, hereby certify that by virtue of the authority thereby on me conferred, and in pursuance of the agreement of counsel, I caused to appear before me on this 1st day of April, 1882, at the office of Messrs. Nugent & McWillie, attorneys-at-law, in the city of Jackson, Mississippi, the witness, James A. Miller, who, being personally identified to us as the witness, and he being first duly sworn by me to speak the truth, the whole truth, and nothing but the truth, was thereupon examined by me upon the interrogatories (direct & cross) propounded to him by the respective counsel (said interrogatories being reduced to writing by me at the time and as propounded by counsel), and said witness did testify in response thereto, as is hereinbefore written down as his deposition, and his answers were reduced to writing by

327 me as given by him, and in his own language as near as may be, and, after reading over to witness his said deposition, he signed his name thereto in my presence.

I further certify that I am not of counsel or of kin to any party to this suit, and am not in any manner interrested in the result thereof.

Given under my hand and seal, as commissioner aforesaid, this 1st day of April, A. D. 1882.

MALCOM J. McRAE, [SEAL.]
Commissioner.

Waiving formalities, it is agreed that the foregoing deposition may be read in evidence, subject to objections for incompetency or irrelevancy.

April 1st, 1882.

BRAME, NUGENT & McWILLE,
Sol's for Complainants.
T. C. CATCHINGS,
For Def'ts.

328 And afterwards, to wit, on the 29th day of August, 1882, the depositions of *the depositions of* John W. Broughton, Emily Noland, Emma Broughton, and Julia Noland were filed in the office of the clerk of said court, and are in the words and figures following, to wit:

329 United States Circuit Court, Southern District of Mississippi.

J. H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

Waiving notice, commission, and all formalities, it is agreed that the testimony of George L. Butler, John S. Vaughn, & James Stewart, on the part of complainants, and J. W. Broughton, Emily Noland, Julia Noland, and Emma Broughton, on the part of defendants, may be taken before Henry Key, circuit clerk, at Fayette, beginning on Tuesday, Aug. 1, 1882, and that the testimony, when so taken, may be read in evidence on the trial of the above cause, subject only to objections for incompetency and irrelevancy.

The right of complainant to insist upon an oral examination of any of the interested witnesses is not waived.

July 29, 1882.

MULLEN & BRAME,
For Complainants.
CLAUDE PINTARD,
For Defendants.

330 STATE OF MISSISSIPPI, *Jefferson County:*

Depositions taken by and before me, Henry Key, clerk of the circuit court of said county and State, at my office in the town of Fayette, on the date hereinafter named, of the following-named witnesses, in a certain cause now depending and undetermined in the U. S circuit court for the southern district of Mississippi, wherein James H. Denham *et als.* are complainants and John W. Broughton *et als.* are defendants, these depositions being taken before me in compliance with the written agreement of counsel herewith attached and returned with these depositions.

JOHN W. BROUGHTON, being sworn to testify on the part of the defendants, deposes as follows, to wit:

Int. 1st. Where have you resided since the year 1874, and where did [you] reside previous to that time?

331 Ans. In Rodney, Jefferson county, Mississippi, since 1869.

Int. 2. What business were you engaged during that time?

Ans. I was engaged in the mercantile business in the fall of 1869; I commenced business as a partner with my father and uncle, under the style of Broughton Brothers & Company; the firm of Broughton Brothers & Company failed in a few years, and in August or September, 1874, I commenced business on my own account, under the name and style of J. W. Broughton, agent.

Question 3. If you were agent for any one state for whom?

Ans. I was agent for no one.

Ques. 4. State why you attached the name agent after your own?

Ans. I did so because there were judgments against the firm of Broughton Brother- & Co., and Broughton & Conklin, who

332 were successors to Broughton Bro-. & Company, of which firm I was a member.

Quest. 5. When did you commence buying from Dunham, Buckley & Co., Edwin Bates & Co., and Katz & Barnett?

Answer. I commenced buying from Dunham, Buckley & Co. in the fall of 1879; not positive about Edwin Bates & Co., but think it was in 1878; and of Katz & Barnett in 1874, when I commenced business on my own account.

Ques. 6. Did, or not, either of the parties mentioned in the foregoing interrogatory ever at any time ask you who you were acting as agent for?

Ans. They did not.

Ques. 7. Did you ever state to them at any time who you were acting for or mention to them the name of any one as your principal?

Ans. I did not.

333 Ques. 8. Why was it, Mr. Broughton that you commenced buying from Dunham, Buckley & Co.?

Ans. I was induced to commence purchasing from them from a letter of Mr. Maddox (which letter is here filed as Exhibit No. 1 to this deposition). Mr. Maddox represented himself to me as salesman of the house of Dunham, Buckley & Co.; he claimed to be an old friend of my father; I was dealing with another house at the time, which house afterwards wrote me they were very sorry I had quit dealing with them.

Ques. 9. Did you have a commission merchant in New Orleans; if so, who?

Ans. I did; Stewart Bros & Co.

Ques. 10. When did you commence business with said house?

Ans. In September, 1874, when I commenced business as J. W. Broughton, agent.

Ques. 11. Did you have any capital of your own when you com-

menced business as J. W. Broughton, agent, in 1874; if not, how did you start in business?

334 Ans. I had none of my own. I borrowed about twenty-seven hundred dollars from my sister-in-law, Miss Julia Noland, and some advanced me by Stewart Brothers & Company.

Ques. 12. How was it that you commenced doing business with Stewart Brothers & Co. and getting advances from them.

Ans. Through the influence of my cousin, Hugh W. Brown, who was head book-keeper and general manager of the firm of Stewart Bros. & Co. I borrowed about $300.00 don't recollect the exact amount now, this was when I first commenced business and bought my first stock of goods.

Ques. 13. Have you paid the amount you borrowed from Miss Julia Noland.

Ans. I have paid it all except about eighty dollars.

Ques. 14. In answer to this question state fully the nature
334½ of your business with the house of Stewart Bros. & Co., the am't of cotton shipped by you annually to said house, and how the debt due by you to said house on the 26th May, 1881, & 13th June, 1881, was created.

Ans. The business was commenced, as I said, through the influence of my cousin, Hugh W. Brown, and increased year by year until it reached about thirty thousand dollars. These advances were made year by year by honoring my drafts, and shipping me merchandize in small amounts, from time time, also send me money. The house sent me as high as three or four thousand dollars at a time. I have shipped them five or six thousand bales of cotton on my own account during the whole time.

15. How much money did you owe Stewart Brothers & Co. on 26th of May, 1881, & 13th June, 1881?

Ans. In the neighborhood of thirty thousand dollars.

16. Look at your answer filed in this suit and state whether
335 or not the notes mentioned therein, one for $20,000.00 and the other for $14,077.50, was not the true amount due by you to Stewart Brothers & Co.

Ans. They were the amounts.

17. Was or not these amounts justly and honestly due by you to Stewart Bros. & Co. on those dates?

Ans. They were, sir.

18. State if you know what amount was due by you to Stewart Bros. & Co. on the 20th of February, 1881.

Ans. Thirty-four thousand dollars; I don't recollect; I would have to refer to my papers to refresh my memory.

19. Did you or not on the 20th of Feb'y, 1881, or at any time during the year 1881, or at any other time to Dunham, Buckley & Co., Edwin Bates & Co., or Katz & Barnett, or any employees of said firms, that you did not owe Stewart Bros. & Co. more than five thousand dollars.

Ans. I did not.

20. Did you ever state to them of any amount you owed Stewart Bros & Co.?

Ans. No, sir.

336 21. State under what circumstances you executed the deed of trust to C. J. Pintard, as trustee, 26 May, 1881.

Ans. I did it as a just debt due them.

22. Was any member of the firm of Stewart Bros. & Co. present at the time?

Ans. Andrew Stewart, of the firm of Stewart Bros. & Co., and I executed the deed of trust as a security for the debt I was due them at the time; I let them have everything I had to pay them.

23. Did you execute the bill of sale, filed as an exhibit in this suit, to Stewart Bros. & Co. on 13th June, 1881; and, if so, why did you do it?

Ans. I did, sir; did it to secure the debt I owed them.

24. After having executed the deed of trust on 26th May, 1881, why did you make the bill of sale? State fully all you know about it.

Ans. I did so because Maj. Pintard came to me and told
337 me the deed of trust would not hold good; Mr. Claude Pintard, Sr., showed me a decision of the supreme court, and stated the deed of trust would not hold good; would secure Stewart Bros. & Co.; also said I had better telegraph for Mr. Stewart to come up, or one of the firm. Mr. Hugh W. Brown, representing Stewart Brothers & Co., came to the town of Rodney—to him I executed the bill of sale, and received for same two notes I had given them, one for $20,000, the other for $14,077.50; after that I had nothing further to do with the business, with exception of a clerk, at a salary of $75.00 per month.

25. When you executed the bill of sale, did you or not turn over all and deliver the entire stock of merchandise, book accounts, notes, and money to the said Hugh W. Brown?

Ans. I did, sir.

26. Did or not the said Hugh W. Brown receive the said
338 stock of merchandise, notes, book accounts, & money in full settlement and satisfaction of the amount due by you to said Stewart Brothers & Co.?

Ans. He did, sir.

27. Did you ever have any control of said business or any interest therein or derive any benefit whatever from said business, except your wages as a clerk, after the 13th day of June, 1881?

Ans. I did not, sir.

28. What had the management & control of the business after the 13th day of June, 1881?

Ans. C. J. Pintard.

29. Who owned the store-house occupied by you in Rodney, Jefferson Co., Miss., and who has continued to own it?

Ans. Mrs. Emily M. Noland.

30. Did you or not rent that building from her; and, if so, what rent did you pay?

339 Ans. I rented it from her at the rate of sixty-five dollars per month.

31. To whom did you pay that rent?

Ans. To Mrs. Emily M. Noland.

32. Did any one besides yourself have any interest, either directly or indirectly, in the business of Jno. W. Broughton, agent?

Ans. No one whatever.

33. Did you ever say to any one that any one else had an interest in said store; and, if so, to whom?

Ans. I did not, sir.

The further taking of the testimony of J. W. Broughton is continued until Wednesday morning, nine o'clock, August 3rd, 1882.

HENRY KEY, *Clerk.*

FAYETTE, *Aug. 3rd*, 1882.

Cross-examination of J. W. BROUGHTON:

340 1st. Who went to Rodney to attend to taken the trust deed to Stewart Brothers & Co., and what was the occasion of his doing so?

Ans. Andrew Stewart—to secure a large debt that I owed Stewart Bros. & Co.

2. What caused him to come up at that time?

Ans. Because I had gotten money and advances from them through the influence of my cousin, Hugh W. Brown, & wished to secure them the amount.

3. Did you and Mr. Stewart look into your business to see how you stood?

Ans. Did as to what I owed him, but not thoroughly as to other parties.

4. What did you say to him when he first arrived there?

Ans. Well, that I don't know sir; what I said to him when he first arrived

341 5. What did he say to you.

Ans. Can't say that, sir.

6. Have you any further answer to make to the forgoing question?

Ans. None, sir, that I know of at present.

7. At what time did Mr. Stewart arrive there?

Ans. Some time in May, '81, sir; about dinner time in the day.

8. How long was that before the trust deed was executed?

Ans. I am not positive whether it was executed that day or the day following.

9. Were you expecting Mr. Stewart?

Ans. Yes, sir.

10. Why.

342 Ans. Because my cousin, Mr. Brown, telegraphed me he was coming.

11. Had you had any other correspondence about it?

Ans. I had written to my cousin that I wanted to secure them my debt.

12. Have you any further answers to make to the above interrogatory?

Ans. I have none, sir.

13. State exactly, so far as you can, all that passed between you and your cousin, or Stewart Bros. & Co., in reference to this.

Ans. I don't know that I can say anything further than I wrote to them to come up, and wanted to give them a deed of trust, or secure the debt in a proper way.

14. In what other way besides selling out to them, or giving a trust deed, did you contemplate securing them?

Ans. In no other way, as I know no other way.

343 15. Did they ask the security before you wrote to them that you were willing to give it?

Ans. They remonstrated with me about my account getting so large. I have no positive recollection of their asking it; they may have done so.

16. State, to the best of your recollection, whether they did so or not.

Ans. I do not recollect.

17. You are the principal defendant in the case who had these transactions. Counsel now informs you that your answers are not so specific and definite as far as may be; that your presence in person to testify before the court or before an examiner of the court will be insisted upon; with this explanation, we desire now to know if you have any further answers to make to the foregoing interrogatory, or any of the interrogatories that have been propounded to you by counsel for complainants?

344 Ans. Well, Judge, I am trying to be as explicit as I can be, to the best of my recollection, and I would like for you to point me out where I am not.

18. Please answer the fourth and fifth cross-interrogatories, above propounded, if you have any answer to make.

345 Ans. I don't recollect what I said to him. Will you allow me to call Mr. Pintard? I don't recollect; I don't want to be brought up before the court. I invited him to my house; I recollect that part of it. In answer to the 5th interrogatory, that I cannot answer; I don't recollect.

19. Have you a good memory?

Ans. I can't say I have a very good memory; I generally recollect things of importance; at times I forget things, not things of importance, though I don't recollect small conversations.

20. Now state as far as you can what occurred when Mr. Stewart came to Rodney, what was said and done, and all about the transaction.

Ans. Well, sir, after his dining at my house he went to Maj. Pintard's office, who had the matter in hand; I went with him, and I left him there until the papers were drawn up, which I duly signed, and swore to; I don't think I swore to it the same

346 day; after that he remained in Rodney, at my house, until the boat went down; I considered the matter settled, through the advice of my lawyer, Mr. Pintard. I don't know anything else at present; I turned the matter over to my lawyer.

21. What conversation did you have, if any, with Mr. Stewart about the business before dinner?

Ans. I had none that — can recollect.

22. What conversation did you have with him after dinner about the business?

Ans. I told him to go to Mr. Pintard's office and fix up the papers, and I went there with him.

28. How long after dinner was that?

Ans. I think almost immediately.

24. Were the papers prepared when you arrived at Maj. Pintard's office?

Ans. I can't state positively, sir.

347 25. How long was it after dinner before the papers were signed?

Ans. I can't say, sir, as I did not take a note of it.

26. About how long.

(Counsel for defendant objects to the manner in which witnesses are being cross-examined by counsel for plaintiff in insisting on asking questions when witness states he does not know anything about it—does not recollect.)

Ans. I stated that I did not recollect whether it was the same day or day after.

27. In answer to what interrogatory you stated that?

Ans. I answerd this in my statement when asked what transpired between Mr. Stewart and I when he arrived.

348 28. Do you say that you had any conversation with Mr. Stewart about the business before you went to Maj. Pintard's office to sign the papers?

Ans. I had none, except telling him that Mr. Pintard had the papers in hand to fix up, or would fix.

29. Is your recollection clear about this?

Ans. Yes, sir.

30. Who was Mr. Pintard representing; whose attorney was he?

Ans. Stewart Bros. & Co.

31. Was he your attorney?

Ans. Well, I went to Mr. Pintard and told him Mr. Stewart wanted him to fix the papers. He said he would do so, and I put the matter in his hands. I don't know whether he could be considered my attorney. I considered him Mr. Stewart's attorney.

349 32. Did you consider him your own attorney also at that time?

Ans. Well, I considered him my attorney if I should be sued in the matter, as he told me that he could fix the matter satisfactorily. I had no idea of any further trouble, except to have judgments brought against me for any just debts.

33. Did you expect to have him to defend any suits that might be brought against you by creditors wishing to recover judgments on their honest debts?

Ans. I did not, sir.

34. At the time, did you not consider Mr. Pintard your attorney in reference to fixing up this trust deed and securing what was due to Stewart Brothers & Co., and was he not so acting?

Ans. I did not consider him my attorney, as I did not consider it my matter after it passed into their hands; and as to his being considered as acting as my lawyer, I don't know whether he would be considered as such or not.

350 35. To what time do you refer in saying after the matter had passed into their hands?

Ans. I refer to the time after I went to Mr. Pintard's and told him their request, and gave the deed of trust.

36. How long before Mr. Stewart came up was it that you went to Mr. Pintard and told him the request of Stewart Bróthers & Co. and placed the matter in his hands?

Ans. I think about a week.

37. What was the request of Stewart Bros. & Co. to which you refer?

Ans. That I would make the deed of trust to them, as I had agreed to do.

38. Then you proposed to give them a trust deed before they asked it?

Ans. I did so, to the best of my recollection; they were remonstrating about the debt.

351 39. Was Mr. Pintard your attorney in this matter, and did you so consider him prior to the time you went to him and told him of the request of Stewart Bros. & Co.?

Ans. He was not, as I had no other transaction previous.

40. Did Stewart Brothers & Co. or Hugh W. Brown know, prior to the time of the trust deed, that you were indebted to other creditors?

Ans. They did.

41. Did they know about how much you owed to these other creditors?

Ans. They did not, as far as I know.

42. How do you know that they knew that you were indebted to other creditors prior to the time of the trust deed?

Ans. I had given several notes in New York, made payable at their office, in the fall preceding, which were protested.

352 43. To what notes do you refer, and about what amount?

Ans. They were the notes of Edwin Bates & Co. and Dunham, Buckley & Co., and for about the amount sued for in the suit. I don't recollect exactly.

44. In what way did Stewart Bros. & Co. make the request of you which you communicated to Mr. Pintard?

Ans. By letter.

45. Who wrote the letter?

Ans. Hugh W. Brown.

46. Where is the letter?

Ans. I have destroyed all my letters, with the exception of what was turned over here.

47. Did you reply to that letter?

Ans. I did, sir.

353 48. How and to whom did you write, or with whom did you communicate?

Ans. That I was ready to give up all that I had. Communicated with Hugh W. Brown.

49. How did you reply? I mean by telegraph or letter.

Ans. I mean by letter to Hugh W. Brown.

50. Before Mr. Stewart came did you consult with Mr. Pintard as to giving this trust deed? Did you not agree with him as to the terms of it, the amount and maturity of the notes?

Ans. I did not. I simply placed the whole matter in his hands for Stewart Bros. & Co.

51. Did you ever know that Stewart Bros. & Co. were under the impression at any time that you were acting as agent for Mrs. Noland in carrying on that business, or any transaction connected with it?

Ans. I did not, sir, until I saw Mr. Andrew Stewart's answer in court.

354 52. Did you ever have any conversation with Mr. Stewart or Mr. Brown in reference to who you were or were not acting as agent for, and did you ever have any correspondence with them, or either of them, on this subject?

Ans. I did not.

53. Did Mr. Pintard, at or before the time of writing the trust deed and bill of sale, ask you who you were or had been acting as agent for?

Ans. He did.

54. What did you say, and when was this?

Ans. I said I did not know, and wanted his advice on the matter. It was at the time he was writing the deed of trust, I think.

55 What passed between you on that subject?

Ans. I then told him about my affairs, and he told me that simply J.W. Broughton, agent—the agent attached was sufficient.

355 56. Is that all?

Ans. That is all, sir, I think.

57. Did you tell him who you were or were not acting as agent for?

Ans. I told him I was not acting as agent for any one, but at the same time I was under the impression that the law required me to give some name as principal besides my own. He then said it was not necessary; that I could, according to law, do business under the style of J. W. Broughton, agent.

58. Who was present at that conversation?

Ans. Mr. W. A. Stewart & Mr. C. J. Pintard were in the store, and, I think, Mr. Stewart heard the final part of the conversation.

59. Where did Mr. Pintard write the trust deed?

Ans. I think in his office.

60. Did you not state in a preceding answer that this con-
356 versation with Mr. Pintard occurred while he was writing the trust deed.

Ans. I stated that I thought he did so. He came into the store with his pen in his hand, and asked me the question.

61. Had you signed the notes and trust deed at that time?

Ans. I had not.

62. Are you positive about that?

Ans. I am positive.

63. Are you positive that W. A. Stewart & Claude J. Pintard were in the store at the same time?

Ans. I am positive; they were back in the office; I was in front part of the store, or the middle part of the store, rather.

64. What fact enabled you to state positively that this was before you signed the notes and trust deed?

357 He was writing the papers at the time, and came into the store and asked me who I was agent for.

65. Was that the first he had asked you?

Ans. It was the first.

66. Might not this conversation have been when he was writing the bill of sale to Stewart Bros. & Co., or afterwards?

Ans. I stated at first that I was not positive it was the bill of sale or deed of trust he was writing, but am pretty positive it was the deed of trust.

67. Did Mr. Stewart go to see Mrs. Noland, or have any interview with her when he was in Rodney?

Ans. He did not go to see her, but, I think, she came to town one day whilst he was there. I have never been present at any interview between them in regard to the business.

358 68. Did Mr. Stewart claim that she was responsible for the debt to his firm, and that she ought to sign the notes or trust deed?

Ans. Not to my knowledge, sir.

69. Did you hear anything of that at the time or at any other time?

Ans. I did not, sir. I saw his answer that he believed Mrs. Noland to be my principal.

70. Where was Mr. Andrew Stewart when the notes and trust deeds were being prepared?

Ans. He was in Mr. Pintard's office.

71. How long did he remain in Rodney after the notes and trust deed were written?

Ans. He arrived at Rodney on Thursday, about dinner time, and left Saturday about ten o'clock, during which time the papers were made out and signed.

359 72. Did Mr. Stewart say anything to you about Mrs. Noland's being the principal in the business?

Ans. He did not, sir.

73. Did he express any surprise on the ground that Mrs. Noland was not the principal in the business before he left Rodney, or at any other time? Did you ever hear of any expression of surprise on the part of Mr. Stewart or Mr. Brown, or of any member of the firm of Stewart Bros. & Co., on this ground?

Ans. I did not, and have not.

74. Did Mr. Stewart and Mr. Brown not know that Mrs. Noland owned the store-house, a plantation, and other property?

Ans. They did.

75. Did they not know also that outside of personal property you conveyed to them in the trust deed you owned nothing?

360 Ans. They did.

76. Please state the probable value of that store-house and lot.

Ans. About four thousand dollars.

77. When was it built?

Ans. It was built in '80.

78. Who built it; who furnished the means?

Ans. Mrs. Noland built it; she furnished the means.

79. What did it cost?

Ans. I couldn't tell the exact cost; in the neighborhood of thirty-four hundred dollars, I think.

80. Did that include the cost of the lot, materials, and work?

Ans. That included the cost of the materials and work, but not the lot.

361 81. Did you owe a debt to Wickham & Pendleton, of St. Louis, about the time you gave this trust deed? If so, what was the amount of it?

Ans. I owed Wickham & Pendleton before I gave the trust deed, I think, some fourteen hundred dollars.

82. Was that debt contracted in the course of business of J. W. Broughton, agent; and, if it was settled, state how and when?

Ans. It was contracted while I did business as J. W. Broughton, agent; I paid part cash, gave my note for a thousand dollars, payable at the office of Stewart Bros. & Co., I think payable Oct. 15th, 1881, with Mrs. Emily Noland's endorsement; said note was paid at maturity by the firm of Stewart Brothers & Co.

83. Please answer the above interrogatory with reference to the date the payment was made and the note was given.

362 Ans. I don't know the exact date when it was given, but know it was given before the deed of trust. I think it was in May.

84. Can you answer any more specifically with reference to the date of the cash payment and the giving of the note?

Ans. I cannot without reference to the receipt book, if it is — the store. It will show the date of the receipt and the giving of the note.

85. You state positively that the note was given prior to the giving of the trust deed to Stewart Brothers & Co., do you?

Ans. I do, sir; can swear to that.

86. How long before?

Ans. I think about a month before.

87. You say it was given in May.

Ans. I think it was; will not be positive.

88. Could you be positive it was two weeks before?

363 Ans. I will.

89. How long did the drummer who represented Wickham & Pendleton stay in Rodney when he went there to settle the business?

Ans. Two or three days.

90. Did they threaten to attach you if you did not pay it?

Ans. He said he must have a settlement.

91. Did he threaten to attach you if you did not settle with him?
Ans. He did not, sir; did not to me.
92. Did he to any one else that you know of at the time?
Ans I did not hear of any.
93. Did he tell you that he intended to stay there until he got a settlement?
Ans. Not to my recollection.
364 94. Who was his attorney?
Ans. I don't know, sir.
95. Did you know of his advising or talking with Mr. Pintard?
Ans. He had an adviser in town, but who it was I don't know; I did not know of his advising or talking with Mr. Pintard.
96. Was the note given the same day that you made the cash payment?
Ans. To the best of my recollection it was; I had to send out in the country to ask Mrs. Noland for her endorsement; her endorsement was not put on the same day.
97. How long after the money was paid and the note was executed before it was endorsed by Mrs. Noland and delivered?
Ans. About fourteen hours, I think, sir; I delivered it as soon as it was returned by the boy.
365 98. What was the consideration for Mrs. Noland to endorse the note?
Ans. She owed me a store bill, which I wrote her she could hold as security for the note.
99. When did you write her that?
Ans. I wrote her that the day I sent the boy out with the note, asking her for her endorsement.
100. How much was the amount of the bill she owed you?
Ans. I think it was in the neighborhood of eight hundred dollars.
101. Did you have any further communication with Mrs. Noland about paying this note?
Ans. I had after I had sold out & made the deed of trust to Stewart Bros. & Co. She was asking me if she would loose it; was very uneasy about it; that she would have it to pay. I told her
366 she need not have any uneasiness, as Stewart Bros. & Co. had promised to take it up.
102. When did Stewart Bros. & Co. promise that?
Ans. 13th day of June, 1881.
103. Who made the promise?
Ans. Hugh W. Brown.
104. Why did he promise to take it up?
Ans. He did it at my request.
105. Was there any other consideration besides your request?
Ans. Nothing, only say he did not think she was an innocent party in the matter.
106. To loose how much?
Ans. The thousand dollars.
107. Did he or you speak of her loosing the thousand dollars as an innocent party?

367 Ans. He did, to me.

108. Are you confident that he spoke of the amount; is your recollection positive and clear about that?

Ans. I am positive he spoke of the note of a thousand dollars, and my mind is perfectly clear as to the transaction and conversation.

109. How was it possible for Mrs. Noland to loose a thousand dollars by paying that note at maturity if she owed you a store account of eight hundred dollars, which you had agreed should stand as a security for her against her endorsement?

Ans. I turned over the account to Stewart Bro-. & Co.

110. Look upon pages 174 & 5 of your ledger "G," and say whether or not it shows a correct statement of the account you had against Mrs. Noland.

368 Ans. It does not contain a correct account.

111. Wherein is it incorrect?

Ans. The whole account is incorrect; it was kept erroneously by my book-keeper.

112. Who was your book-keeper?

Ans. Claude J. Pintard.

113. What is wrong with this account?

Ans. The whole account is wrong; the debits and credits are not entered properly.

114. How long had Claude J. Pintard been your book-keeper?

Ans. I think since 1879.

115. Your indebtedness to Stewart Bros. & Co. was $34,077.50, was it not; and did not Stewart Bros. & Co. pay this note to Wickham & Pendleton, in addition, and without any further consideration than the goods, notes, accounts, &c., that you turned over to them?

369 Ans. It was; Stewart Bros. & Co. did pay said note without any further consideration.

116. Where is the correct statement of Mrs. Noland's account?

Ans. I suppose she has it.

117. Are not these the books you kept? I mean these books now before you; please show us where Mrs. Noland's account is correctly stated on these books?

Ans. These are the books that were kept; as the books are not correctly kept I cannot show it; I can show, I think, about where she owes the amount.

118. Can you show that without changing the dates or figures then entered on the books?

Ans. I cannot, sir.

119. Did Mrs. Noland or any other person sign the notes

370 with you that were given to Stewart Brothers and Co., or did she sign the bill of sale, or any release to the goods?

Ans. She did not sign the notes or bill of sale (witness here presents the notes as part of his answer, and are filed and marked as exhibits hereto, as 2 & 3), and no other person did.

120. How long did you represent Stewart Bros. & Co., in buying cotton for them or otherwise?

Ans. From September, 1874, till the 26th May, 1881.

121. What did you do while thus representing them?

Ans. I carried on a general mercantile business in the town of Rodney; bought cotton and shipped to them on my account; also induced all whom I could to ship cotton, and transacted other business with them.

122. Where are the account of sales of cotton which you
371 shipped to them or for them during the time above mentioned?

Ans. They are mostly destroyed; I burned a good many of them myself as waste paper; if any — left they are in the building owned by Mrs. E. M. Noland, in the town of Rodney.

123. On the bill-heads that you used and circulated in your business, was there anything printed which indicated that you were soliciting orders or buying cotton for Stewart Bros. & Co.?

Ans. I could not give the exact words, but think it was embraced in the words of consignments solicited for Stewart Bros. & Co., of New Orleans, Louisiana.

124. In the month of February, 1881, at Rodney, Miss., did you not state to Philip W. Kopper, as the representative of Dunham, Buckley & Co., that you was doing business as agent for your mother-in-law, Mrs. Noland; that she owned the store-house and
372 goods and considerable other property, and that her business with Stewart Bros. & Co. did not exceed forty-five hundred or five thousand dollars?

Ans. I deny most emphatically that I did not make any such representations.

125. Did not Mr. Kopper visit Rodney at the time above stated in reference to the indebtedness of Dunham, Buckley, & Co., and did you not make the *the* representations, in substance, as above enquired about, and was not the indebtedness of Dunham, Buckley & Co., then past due, about nine thousand dollars, and did you not make a further order from the house at that time, which was filled?

Ans. Mr. Kopper was at Rodney at the time mentioned. I did not make such statements in substance. The accounts were past due. I did order goods, but am not positive it was after Mr. Kopper or Mr. Maddox was there. I ordered goods when Mr.
373 Maddox visited me; told me he would prefer I would order the goods from him, and that I had better make up a small order of spring goods to brighten up my stock. The amount is correct.

126. Did not Mr. Kopper go from Rodney to New Orleans, and did you not refer him to Stewart Bros. & Co. or to Mr. Hugh W. Brown as to the condition of business, as you had represented it to him, and did you not give him a letter of introduction to Stewart Bros. & Co.?

Ans. Mr. Kopper left Rodney for New Orleans. Not having made such statements, I did not refer him to them to support such statements. I did give him a letter of introduction to Hugh W. Brown, and I think to Messrs. Stewart Bros. & Co.

127. Shortly after that was not Mr. J. H. Maddox, the salesman of Dunham, Buckley & Co., at Rodney, and did you not make state-

ments similar in effect to those enquired about in cross-interrogatory No. 124, to him?

374 Ans. Mr. Maddox was at Rodney, but I am not positive whether it was before or after Mr. Kopper was there, and I most positively deny having made any such statements to Mr. Maddox as embodied in cross-interrogatory 124.

128. Was not Mr. Miller, the representative of the house of Edwin Bates & Co., at Rodney in January, 1881, and did you not have a conversation with him with reference to your business, and did he not go from there to New Orleans; if so state what conversation you had about your business.

Ans. Mr. Miller was in Rodney early in 1881; came in the store whilst I was waiting on a customer; simply said to me, "I will see you again." I had no conversation whatever with him with regard to my business, nor did I see him after he came in the store; I do not know where he went from Rodney.

375 129. Do you state positively that this is all that passed between you?

Ans. I am positive that this is all that passed between us at the time mentioned; I refer to the last time I saw him.

130. Did you have any conversation with him in reference to your business and condition at the time, before that when he was there? if so, state fully what it was.

Ans. I had no conversation whatever with him at the time he was there before in regard to condition of my affairs. He was in the store. I offered him the room up stairs to display his samples, which he accepted, and sold goods to myself and other parties in town.

131. Who wrote these notes—the face of them?

Ans. Mr. Andrew Stewart.

132. How much money did you turn over to Stewart
376 Brothers & Co. when the bill of sale was made?

Ans. I don't know positively, but think it was three or four hundred dollars.

133. You state that you are not agent for any one?

Ans. I do, sir.

134. Did you not state to L. Brame, at your house in Rodney, that you were agent for your sister-in-law, Miss Julia Noland, and had been carrying on the business for her all the time?

Ans. I did state to L. Brame, Esq., that I was agent for Miss Julia Noland, my sister-in-law, but do not recollect of having said that I was doing it for her benefit. My reason for so doing was that I thought the law required it of me to give some person as principal, and as I had borrowed money of her, knew not what else to say.

377 135. Have you not stated in your previous answer that you told Mr. Pintard at the time he wrote the trust deed that you were agent for no one in carrying on the business?

Ans. I think I did, sir.

136. And was that not on the 26th day of May, 1881?

Ans. The deed of trust was executed on that day, but you will

find that I answered about the time of the deed of trust or bill of sale, I think.

Re-examination:

1. When you say, in answer to cross-interrogatory 120, that you bought cotton for Stewart Bros. & Co., do you mean that you bought cotton for their account, or was it for your own account? Explain this agency for Stewart Bros. & Co. fully.

Ans. I bought it for my account, and think I stated that I shipped for my account. They sent me money on my account to buy
378 cotton, and for the fact of my inducing customers to deal with them. I did so for friendship to the house.

2. Did or not they have any interest in profits or losses in that cotton, or interest whatever in the store in Rodney carried on by you as Jno. W. Broughton, agent?

Ans. They had no interest whatever in the profits & losses in the cotton purchased by me, or any merchandise sold by me.

3. In answer to cross-interrogatory 124 you say that you deny most emphatically that you did not made any such representations. Explain what you mean by that expression. Do you mean to say that you did so state or that you did not make such statement?

Ans. I mean that I did not make any such statement.

379 Recross:

1. Did you hear any complaint on the part of Stewart Brothers & Co. of the fact that Mr. Brown, your cousin, had kept from them the true condition of your account or that they had not kept up with it?

Ans. I have never heard that he kept the true state of affairs from the house. I heard Mr. Andrew Stewart remark to Mr Claude Pintard that he blamed himself for not watching the account more closely himself.

2. Who was the member of the firm that stayed in New Orleans?

Ans. Mr. Andrew Stewart, the other two lived in Memphis.

Exhibit No. 1 to Deposition of Jno. W. Broughton.

NEW YORK, *July 16th*, 1879.

Mr. J. W. BROUGHTON, *Rodney, Miss.*

380 DEAR SIR: As the time will soon be to hand for you to visit New York to make your fall purchase, I take the present occasion to remind you of our large & extensive stock of every kind of dry goods, & feel assured that if you will favor me with an early call when you reach our city that I can induce you to make your purchase of us, & will extend to you any time you may wish, & will guarantee better prices on everything. Will call your attention to enclosed circular of 5c. goods.

Yours truly, J. H. MADDOX.

EXHIBIT No. 2, filed as part of answer of J. W. Broughton to X-interrogatory No. 119 in his deposition herein.

$14,077.50. RODNEY, MISS., *May 26th*, 1881.

Eight months after date I promise to pay to the order of Stewart Bros. & Co. fourteen thousand seventy-seven & $\frac{50}{100}$ dollars, at their office in New Orleans, La., value received, with interest at
381 the rate of eight per cent. per annum from date until paid.

JNO. W. BROUGHTON, *Ag't.*

No. 168. Due 29 Jan'y, '82.

(Endorsed:) Received payment 13 June, 1881. Stewart Bros. & Co., pp. Brown.

EXHIBIT No. 3, filed as part of the answer of J. W. Broughton to cross-interrogatory 119 in his deposition herein.

$20,000. RODNEY, MISS., *May 26th*, 1881.

Six months after date I promise to pay to the order of Stewart Bros. & Co. twenty thousand dollars, at their office in New Orleans, La., for value received, with interest at the rate of eight per cent. per annum from date until —.

JNO. W. BROUGHTON, *Ag't.*

No. 167. Due 29 Nov., '81.

(Endorsed:) Received payment 13 June, 1881. Stewart Bros. & Co., pp. Brown.

AUGUST 2, 1881.

Mrs. EMILY M. NOLAND, a witness on the part of the defendant, being sworn, deposed as follows, to wit:

Int. 1. Do you know anything about the business of Jno. W. Broughton, agent, carried on in the town of Rodney, Jefferson Co., Miss., from September, 1874, to 13th June, 1881?
382 Ans. I do not.

2. Do you know anything about the indebtedness of John W. Broughton, agent, to Stewart Bros. & Co.?

Ans. I do not.

3. What relation is Jno. W. Broughton to you?

Ans. Son-in-law.

4. Was Jno. W. Broughton ever acting agent for you?

Ans. No; nothing of that kind.

5. Do you know who he was acting agent for? If so, state.

Ans. I do not.

6. What interest, if any, you had in the business of Jno. W. Broughton, agent?

Ans. I did not have any at all.

383 7. Did you ever know of John W. Broughton claiming to be acting as your agent in that business?

Ans. No, sir.

8. To whom does that store-house, in which Jno. W. Broughton was doing business in, belong?

Ans. It belong- to me.

9. If you were paid rent for that house; if so, by whom?

Ans. I was paid rent by Mr. Broughton up to the time he quit business; after that time Mr. Stewart paid me the rent.

10. Did you ever say or do anything that would lead Dunham, Buckley & Co., Edwin Bates & Co., and Katz & Barnett, or any one else, to believe that you were the owner of said store, and that Jno. W. Broughton was acting as your agent?

Ans. I did not.

384 11. Did you know anything about the manner in which Jno. W. Broughton was conducting the business?

Ans. I did not.

12. If Jno. W. Broughton ever stated to any one that he was acting agent for you did he have authority for so doing?

Ans. He did not.

13. Did you ever have any agreement or understanding with Jno. W. Broughton that you were to have an interest in the profits or losses of said business?

Ans. I did not.

Cross-examination:

X-Int. 1. Did you ever draw out any money, or get credit for any amount that was realized in that business?

Ans. No, I did not; I got nothing but the rent.

385 2. Did you go security for or become responsible with Mr. Broughton for any debt or debts contracted by him? If so, state fully, when, the amount, and to whom.

Ans. I did not.

3. Are you positive about that?

Ans. I signed a draft for him.

4. Have you any further answer to make to the 2nd cross-interrogatory?

Ans. No, sir.

5. What draft did you sign for him.

Ans. I do not remember.

6. When was it?

Ans. Last fall some time.

7. What was the amount.

Ans. One thousand dollars.

386 8. Why did you sign it?

Ans. Well, I don't know; I just signed it; did not ask him anything about; he asked me to sign it.

9. What time in the fall was this?

Ans. I don't know, sir; don't remember times; some time in the fall; I think it was last fall.

10. What causes you to say or think it was in the fall?

Ans. Well, I did not charge my memory with it, did not think I would be called on.

11. Was it before or after Mr. Broughton sold out to Stewart Bros. & Co.?

Ans. It was before.

12. How long before?

Ans. Can't say.

13. When did Mr. Broughton sell out?

387 Ans. Don't remember that either.

14. Please state about what time, to the best of your recollection.

Ans. Well, that is something I can't tell you; I don't remember.

15. Did you sign the draft before or after Mr. Broughton gave a trust deed to Stewart Brothers & Co.?

Ans. I don't know when Mr. Broughton did anything of the kind; don't know anything about it.

16. Did you ever hear of his giving a trust deed?

Ans. I did not.

17. How do you know that the signing of the draft for him was after he sold out?

Ans. I do not know.

18. How do you know the signing of the draft was before he sold out?

388 Ans. Well, I am not positive about it, but I think so; never kept no account of the date; never charged my memory with it.

19. Were you in the habit of signing drafts or notes for Mr. Broughton.

Ans. I was not.

20. When this draft was signed, did Mr. Broughton say anything about protecting or paying you back the amount in the event you should have it to pay?

Ans. He made the remark that it would give no trouble. I would have no trouble about it.

21. Where was that draft signed?

Ans. It was signed at my house.

22. Who was present?

Ans. No one present. He wrote me a note & sent me the draft. I signed it and sent it back to him.

389 23. Had he talked to you about it previously?

Ans. No, sir.

24. Did you talk to him about it afterwards?

Ans. I asked him about it. He said it would be all right; that's all.

25. When was that?

Ans. That was when he sold out to Mr. Stewart.

26. Was it the same day?

Ans. I think not.

27. Was it after he had made the sale?

Ans. I don't know that, because I don't know when he made the sale. I was out in the country; Mr. Broughton was in town.

28. How are you enabled to answer the 25th cross-inter-

390 rogatory, that you had this conversation with him when he sold out to Mr. Stewart?

Ans. I asked him if I would have the money to pay. He said no.

29. Was that the first conversation you had with him in reference to your not having the money to pay?

Ans. Yes.

30. Did he say anything about this in the note he wrote you?

Ans. No.

31. Is your recollection positive and clear?

Ans. Yes; so far as I can recollect anything about it, what I said.

32. Then he did not say anything about protecting you, or your not having to pay the draft until after he had sold out to Mr. Stewart?

Ans. All he said to me when I mentioned it, that it would be all right.

391 33. Then he did not say anything about protecting you, or you- not having to pay the draft until after he had sold out to Mr. Stewart, did he?

Ans. Well, he did when he wrote me the note to sign the draft, that it would not cost me any trouble.

34. Did he state in the note that it would give you no trouble; did he state in the note to the effect that you would not have the draft to pay or would have no trouble?

Ans. Well, he stated in the note that he wanted me to sign the draft. I don't know the word trouble was in it, but that it would be all right.

35. That was all that was said?

Ans. Yes, sir.

36. Did you pay that draft?

Ans. No, sir; I did not.

37. Who paid it?

392 Ans. I don't know.

38. You had considerable property, did you not, at that time?

Ans. We have not got considerable property.

39. Besides the store in Rodney, did you not have a plantation and other means?

Ans. I have some land and some cattle, one or two hogs, and a few mules.

40. You had some investments besides, did you not?

Ans. Haven't got any; no investments that I know anything about.

41. None in New Orleans?

Ans. No, sir.

42. You had none in 1880 or 1881?

Ans. No, sir; had no investments in New Orleans at all.

393 43. You mean to say you had no investments there whatever?

Ans. No, sir.

44. What property or means has or had Mrs. Emma Broughton and Miss Julia Noland during the year- 1880 & 1881, and what property or moans have they now?

Ans. They did not have any in 1880; Mrs. Broughton hasn't any; my daughter, Julia Noland, has an interest in the store building with me.

45. Did you ever know who J. W. Broughton was agent for?
Ans. I don't anything about that.
46. Did you ever hear, from any source, who he was agent for?
Ans. All I know in respect to his agency was he was buying cotton for Mr. Stewart every winter, and shipping it to him.
394 47. How did you know that?
Ans. I did not know that, I only heard it; that he was agent.
48. How did you hear it?
Ans. Just by friends talking.
49. Who did you hear speak of it?
Ans. I heard my husband say he thought he bought cotton for Mr. Stewart.
50. When was that.
Ans. In 1880.
51. Did you ever hear Mr. Broughton say anything about it?
Ans. I did not.
52. Do you know Mr. Stewart or Mr. Hugh W. Brown?
Ans. I know Mr. Brown & — been introduced to Mr. Stewart.
395 53. How long have you known Mr. Brown?
Ans. I reckon about ten years.
54. Where did you meet Mr. Stewart?
Ans. In Rodney.
55. When was that?
Ans. In May, 1881.
56. Did you have any conversation with him?
Ans. I did not.
57. Did you know that Stewart Bros. & Co. considered you as being the principal of J. W. Broughton in carrying on that business in Rodney?
Ans. I did not.
58. Did you ever hear it?
Ans. I did not.
59. Did you ever hear that Broughton was agent for his
396 wife or Julia Noland in carrying on that business?
Ans. No, sir; I never heard of his being agent for anybody, except as regards to his buying cotton for Stewart.
60. Did you ever ask Mr. Broughton who he was agent for?
Ans. No, sir; I never asked him that question.
61. Did you ever hear him speak of it to any one?
Ans. No, sir.
62. Did you ever hear that any other person was interested or had money in that business?
Ans. I did not.
63. Who has charge of your store-house in Rodney now?
Ans. No one; it is locked up.
397 64. Who has the key to that store?
Ans. Mrs. Judge Broughton, in Rodney; I left them with her.
65. The house is under your control?
Ans. Yes; I control it altogether.

66. Where does Mr. J. W. Broughton live now and what is his business?

Ans. He lives with me on my plantation, attending to my business for me, staying out there.

67. Has he any other business, or had any, since the business was closed out in Rodney.

Ans. No, sir; none that I know of.

68. Does his business out there afford him a support for himself and family?

Question and answer objected by attorney for defendant, because entirely irrelevant.

398 Ans. He is living on the place with me, he and his wife both. He had no means, it is just as well to try to get blood out of a turnip as to get anything out of him.

69. You lived at your present place of residence, from, say 1874, up to the present time, have you not?

Ans. Yes, sir; I have.

70. At the time you spoke to Mr. Broughton about your being protected in paying the draft, was any arrangement made for your security?

Ans. No, not any.

71. Did he say how it would be paid?

Ans. No, he did not say.

72. Was Mr. Brown present?

Ans. Mr. Brown was not present.

73. Was any of the goods in the store, or any of the pro-
399 ceeds delivered to you about the time of the giving of the trust deed, or just before.

Ans. There was not.

74. What became of your cotton crop of 1880 and 1881?

Question and answer thereto objected to by counsel for defendant for its incompetency.

Ans. I sold it and paid my honest debts with it.

75. Did you sell it or did Mr. Broughton sell it for you?

Ans. I sold it. Mr. Broughton sold some of it.

76. How much did he sell?

Ans. Three or four bales.

77. To whom did you sell that you sold, and did you receive the money for it.

Ans. I did, and got the money for it.

400 Re-examination-in-chief:

1. You stated in your cross-examination that you signed a draft for Mr. Broughton; do you know whether that was or a promissory note.

Ans. I do not.

EMILY M. NOLAND.

AUGUST 2, 1882.

Mrs. EMMA BROUGHTON, being a witness on the part of the defendant, being duly sworn, deposes as follows, to wit:

Int. 1. Do you know anything about the business of Jno. W. Broughton, agent, carried on in the town of Rodney, Jefferson county, Mississippi, from September, 1874, to 13th June, 1881?

Ans. I do not know further than he was carrying on business there as agent.

2. Do you know anything about the indebtedness of Jno.
401 W. Broughton, ag't, to Stewart Brother- & Co.?

Ans. Nothing further than he received some money from them, and was doing business with them, this information derived from Mr. Broughton.

3. Do you know who Mr. Broughton was acting agent for? If so, please state.

Ans. I don't know.

4. What interest, if any, had you in the business of John W. Broughton, agent?

Ans. None at all.

5. Did you ever hear of Jno. W. Broughton claiming as acting as your agent in that business?

Ans. I never did.

6. If John W. Broughton ever stated to any one that he was acting as agent for you, did he have any authority from you for so doing?

402 Ans. He did not.

7. Did or not you ever say or do anything that would lead Dunham, Buckley & Co., Edwin Bates & Co., or Katz & Barnett, or any one else, to believe that you were the owner of said store, and that John W. Broughton was acting as your agent for you?

Ans. I never did.

8. Did you or not ever have any agreement or understanding with John W. Broughton that you were to have an interest in the profit or losses of said business?

Ans. I had none.

Cross*ed*-examined:

X Int. 1. Mrs. Broughton, did you know when the trust deed was given by Mr. Broughton to Stewart Bros. & Co.?

Ans. I do not.

403 2. Did Mr. Broughton say anything to you about his giving that trust deed or his intention to do so?

Ans. He did not.

3. Did you know when he made the transfer to Stewart Brother- & Co.?

Ans. 12th or 13th of June, 1881, not until the day it was done.

4. Where were you living at that time; how far from the store?

Ans. In Rodney, about two or three hundred yards.

5. Who was Mr. Broughton acting agent for?

Ans. I know not.

6. Did you ever hear him say anything about it?

Ans. I did not.

7. Did you ever hear any one else say anything about that?

404 Ans. No.

8. Who built the store that he did business in? I mean the brick store where he was doing business when he sold out to Stewart Bros. & Co.

Ans. Mr. Klarr.

9. Who furnished the money, and employed Mr. Klarr?

Ans. My sister loaned Mr. Broughton the money, and she agreed to taking in building the store; Mr. Broughton employed Mr. Klarr; it was settled between Mr. Broughton, my sister, & and the family that he should build it—he should take the job.

10. When was that store built; was it built while Mr. Broughton was doing business as J. W. Broughton, agent?

Ans. Of course it was, it was in 1880.

405 11. When was it completed; at what time of the year?

Ans. August or September, I believe.

12. Do you know of Mrs. Noland's going security for Mr. Broughton, or becoming responsible to any one for any debt or debts of his?

Ans. I do not.

13. Do you know of her signing a note or draft for Mr. Broughton for about one thousand dollars about the time of his failure?

Ans. Yes; I heard her say something about a note or draft signed for Mr. Broughton; Mr. Broughton said it would not amount to anything after the transfer.

14. What was after the transfer; do you mean the signing of the notes, or what Mr. Broughton said?

Ans. The signing of the note was before the transfer; she
406 asked him if she had it to pay after the transfer; he told her no.

15. Did you hear him tell her that?

Ans. Yes.

16. Where was it?

Ans. In Rodney.

17. At what place?

Ans. At my house, in general conversation.

18. Who was present?

Ans. Could not tell; don't remember.

19. What did Mrs. Noland say to Mr. Broughton?

Ans. She asked him if she would have it to pay; he told her no.

20. How long after the transfer was that?

Ans. I don't remember.

21. About how long?

407 I don't know.

22. Was it during the same year?

Ans. It was.

23. Was it during the same summer?

Ans. I suppose I could not swear as to the day It is a foolish question.

(Counsel for defendant objects to the answer. Witness states that the phrase foolish question is not intended as a part of her answer.)

It was in August or September.

24. Did you ever hear anything said about Mr. Broughton being agent for Stewart Brothers & Co.?

Ans. I did not.

25. Are you acquainted with Mr. Hugh W. Brown; if so, how long have you known him?

Ans. I am acquainted with him, and have been twelve or thirteen years.

408 20. Are you acquainted with Andrew Stewart, of the firm of Stewart Brothers & Co.?

Ans. I am.

27. Did you ever hear any conversation between Mr. Brown and Mr. Broughton, or Mr. Stewart and Mr. Broughton, in reference to the transfer of the stock of goods to them?

Ans. Did not.

28. About the time of the transfer of the stock of goods were had, was Mr. Stewart at your house?

Ans. Yes, he was there.

29. How is Mr. Brown related to Mr. Broughton?

Ans. First cousin.

EMMA L. BROUGHTON.

409 AUGUST 2, 1882.

Miss JULIA NOLAND, a witness on the part of the defendant, being duly sworn, deposed as follows, to wit:

Int. 1. Do you know anything about the business of John W. Broughton, agent, carried on in the town of Rodney, Jefferson county, Miss., from September, 1874, to the 13th June, 1881?

Ans. I do not.

2. Do you know anything about the indebtedness of John W. Broughton, agent, to Stewart Bros. & Co.?

Ans. I do not.

3. What relation, if any, is John W. Broughton to you?

Ans. Brother-in-law.

4. Do you know who John W. Broughton was carrying on
410 business for as Jno. Broughton, agent?

Ans. I do not.

5. Was he acting as agent for you in carrying on that business?

Ans. He was not.

6. What interest had you, if any, in the business of Jno. W. Broughton, agent?

Ans. None; no. interest.

7. Did or not you ever know of John W. Broughton claiming to be acting as your agent in that business?

Ans. I did not.

8. Did or not you ever say or do anything that would lead Dunham, Buckley & Co., Edwin Bates & Co., & Katz & Barnett, or any

one else, to believe that you were the owner of said store, and that John W. Broughton was acting as your agent?

Ans. I did not.

411 9. Did you know anything about the manner in which John W. Broughton conducted said business?

Ans. I did not.

10. If John W. Broughton ever stated to any one that he was acting agent for you, did he have any authority from you for so doing, and did you ever hear he had so stated?

Ans. He did not. I have never heard of his having made such statement.

11. Did you ever have any agreement or understanding with John W. Broughton that you were to have an interest in the profits or losses of said business?

Ans. I did not.

12. Have you ever derived any benefit, directly or indirectly, from said business?

Ans. I have not.

412 13. Do you know anything about the sale or transfer of said store to Stewart Brothers & Co. by Jno W. Broughton, agent?

Ans. I do not.

14. Did you or not loan Jno. W. Broughton some money when he commenced business in 1874, and, if so, about how much?

Ans. I loaned him about twenty-seven hundred dollars.

14½. Was that a loan to him, or was it an investment of yours in the business?

Ans. It was a loan.

15. Has or not that money ever been paid back to you?

Ans. The money was paid back to me in the building of the store.

Cross-examined:

413 X Int. 1. Miss Noland, do you know or did you ever hear who Mr. Broughton was agent for in carrying on business in Rodney?

Ans. I do not know; I never heard.

2. Where did you live during the time?

Ans. Eight miles from Rodney, in the county, at my mother's.

3. Did you ever hear of his being agent of Stewart Brothers & Co. buying cotton or otherwise?

Ans. I never did.

4. Do you know anything or did you hear anything of your mother's going security for Mr. Broughton or becoming responsible for any of his debts about the time of his failure.

Ans. I never did.

5. When was the store-house that Mr. Broughton was doing business in at the time the sale to Stewart Brothers was built, and who built it?

414 Ans. In 1880, by Mr. Klarr.

6. Who furnished the means, and who employed Mr. Klarr?

Ans. My mother and Mr. Broughton and I furnished the means.

7. What did the store cost?

Ans. I don't know how —— was paid for it.

8. About how much?

Ans. I really don't know, but I suppose about three thousand dollars.

9. Who does the store belong to?

Ans. I could not say who. It don't belong to me; it was deeded to me.

10. Who claimed to own the store during the time Mr. Broughton was carrying on business there?

Ans. My mother.

415 11. Do you remember when the store was completed?

Ans. About the first of September, 1880.

12. Did you receive any interest or get any goods from this business on account of your money being in the business, or on account of Mr. Broughton having borrowed your money and using it in the business?

Ans. I did not.

13. When did you first learn of Mr. Broughton's having given a trust deed on the goods in the store to Stewart Bros. & Co.?

Ans. It has been a little over a year ago.

14. How long after the trust deed had been given before you heard of it?

Ans. Can't remember.

15. About how long?

416 Ans. Only a short time.

16. When did you lend Mr. Broughton the money to which you have referred?

Ans. In 1874.

17. Did he pay you any interest on it while he had it; if so, how much?

Ans. He paid me eight per cent. interest annually.

18. Did he give you a note for the money?

Ans. He did.

19. When did he give you the note, and what became of it?

Ans. He gave me the note in September, 1874; I gave him the note when he paid the money.

20. When did you give him the note, and at what time?

Ans. Some time after the money was paid.

417 21. When was that?

Ans. I don't remember; I gave him the note, I think, last spring some time.

22. Was it before or after he sold out to Stewart Brothers & Co.?

Ans. I don't remember.

23. How much money did he pay you?

Ans. He paid Mr. Klarr for building the store; I don't know how much.

24. Who purchased the materials for building the store?

Ans. My mother and myself.

25. What proportion did each furnish?

Ans. I furnished the brick and she furnished some of the lumber.

26. Do you know what the brick cost?

Ans. I do not.

418 27. Mr. Broughton then did not pay anything on account of the materials for you, did he?

Ans. I think not.

28. Who did the land belong to the store was built upon?

Ans. My mother.

29. Do you know who was present when you gave Mr. Broughton's note to him, or where it occurred?

Ans. I don't know who was present, but it occurred on his gallery.

24. About how long ago has that been since you give him up his note?

Ans. I don't recollect.

JULIA NOLAND.

The further taking of testimony adjourned until to-morrow morning, nine o'clock.

HENRY KEY, *Clerk.*

419 And the said witnesses were by [me] first duly sworn to testify the truth, the whole truth, and nothing but the truth, and the questions, as propounded by the solicitors for defendants and the solicitors for the complainants, were carefully reduced to writing by me, and the answers of said witnesses to the interrogatories and cross-interrogatories propounded were carefully reduced to writing by me, and the said witnesses were *were* carefully and impartially examined in my presence, and the same was carefully read over to said witnesses, and by them were respectively signed on the day of the taking thereof. And we met at my office, in Fayette, Miss., on Wednesday, August 2, 1882, and commenced, and closed on Friday, August 3rd, 1882. All of which, by agreement of counsel, are turned over to Judge L. Brame.

Witness my hand and official seal, this 4th day of August, A. D. 1882.

[SEAL] HENRY KEY,
Circuit Clerk.

(Endorsed:) Filed Aug 29th, 1882. J. M. McKee, cl'k.

420 And on said 29th day of August, A. D. 1882, the depositions of W. A. Stewart, and Claude J. Pintard were filed in the office of clerk of said court, in the words and figures following, to wit:

421 U. S. OF AMERICA, *State of Mississippi:*

In Circuit Court U. S., Southern District Mississippi.

JAMES H. DUNHAM *et als. vs.* JOHN W. BROUGHTON *et als.*

It is agreed between counsel for the aforesaid parties that the depositions of W. A. Stewart and Claude J. Pintard may be taken

in behalf of said defendants, without formal notice or issurance of commission, or other legal formalities before Allison H. Foster, clerk of the chancery court of Adams county, State of Mississippi, the said depositions when so taken to be filed with the papers in said cause, and to be read in evidence upon the hearing of said cause, subject only to objections for irrelevancy or incompetency.

CLAUDE PINTARD,
Of Counsel for Defendants.
MELLEN AND BRAME,
For Complainants.

STATE OF MISSISSIPPI, *Adams County:*

Depositions taken by and before me, Allison H. Foster, clerk of the chancery court of said county, at my office, in the city of
422 Natchez, on the day hereinafter named, of W. A. Stewart and Claude J. Pintard, witnesses on behalf of the defendants in a certain cause now depending and undetermined in the U. S. circuit court for the southern district of Mississippi, wherein James H. Dunham *et als.* are complainants and Jno. W. Broughton *et als.* are defendants; these depositions being taken before me in compliance with the written agreement of counsel herewith attached and returned with these depositions.

W. A. STEWART, being duly sworn, testified as follows, to wit:

Question 1. State your name, age, and occupation.

Answer. My name is W. A. Stewart; age, 23 years, and occupation clerk.

Ques. 2. Where have you resided during the past 12 months, and in whose employ have you been?

Ans. At Rodney, Jefferson Co., Miss., and have been in the employ of Stewart Bros. & Co. since the 2nd day of July, 1881.

Ques. 3rd. Do you know anything about the transfer of the
423 stock of goods in the brick store in Rodney, Jefferson Co., Miss., by John W. Broughton to Stewart Bros. & Co?

Ans. Of my own knowledge, I do not.

Ques. 4. Was or not Jno. W. Broughton in said store when you went there, and if so, in what capacity was he acting?

Ans. He was there when I got there, and was acting as clerk.

Ques. 5. How long did he remain as clerk in the store?

Ans. Until about the 1st of March, 1882.

Ques. 6. Who had charge and entire management of said store when you commenced clerking there, and how long did he continue to manage said business?

Ans. C. J. Pintard had the entire control of said business, and continued so until the 1st of May, 1882, when the busines was closed out.

Ques. 7. Did or not Jno. W. Broughton have anything to do with the management of said business, or exercise any control over the same?

424 Ans. None whatever; he was acting as clerk under C. J. Pintard for Stewart Bros. & Co.

Ques. 8. What disposition was made of the goods in said store when the same was closed?

Ans. They were shipped to Messrs. Stewart, Gwynn & Co. at Memphis, Tenn. They are a branch of the house of Stewart Bros. & Co., of New Orleans.

Ques. 9. Do you know anything further of this matter; if so, please state it?

Ans. I do not.

Cross-examination by counsel for complainants:

Ques. 1. Who kept the books of said establishment after you arrived there?

Ans. I did.

Ques. 2. How many books composed your set?

Ans. Day book, cash book, and ledger.

Ques. 3. Where are those books?

425 Ans. They are in my trunk down here at the wharf-boat in Natchez.

Ques. 4. Were the books of Jno. W. Broughton, agent, still there when you arrived at Rodney?

Ans. Yes, sir.

Ques. 5. What books composed that set?

Ans. I think it was carried on the same way—day book, cash book, and ledger.

Ques. 6. Did you ever examine the books of Jno. W. Broughton, agent?

Ans. No, sir.

Ques. 7. Do you know where those books are now?

Ans. Part of them are here in this office; the day book and ledger.

Ques. 8. What has become of the other books?

Ans. They are in Rodney, in the store there.

Ques. 9. In whose custody?

426 Ans. In Mrs. Noland's; she owned the store, and I left them there because they were no account.

Ques. 10. Did you have a letter book, in which to copy your correspondence?

Ans. Yes, sir.

Ques. 11. Where is it; and if more than one, where are they all?

Ans. One is in my trunk, and the rest are in Rodney, in the same store that the books of ac. [of] Jno. W. Broughton, agent, were left.

Ques. 12. Did you have any correspondence with Stewart Bros. & Co. in relation to this business?

Ans. I did not; Mr. C. J. Pintard did the corresponding.

Ques. 13. When you reached Rodney in 1881, did you find any letter book that had been kept by Jno. W. Broughton, agent, for copying his correspondence?

Ans. Yes, sir; I did.

427 Ques. 14. What became of those books?

Ans. I think they are in Rodney, in the store there.

Ques. 15. Did you have any correspondence with Stewart Bros. &

Co. in reference to the deed in trust, and the bill of sale executed by Jno. W. Broughton, agent?

Ans. I did not.

Ques. 16. Did you ever have any conversation with any member of the firm of Stewart Bros. & Co. in relation to this transaction?

Ans. I did not; nor did I ever hear any member of that firm talk with any one else about that transaction.

Ques. 17. Did you ever at any time have any conversation with Hugh W. Brown in reference to the indebtedness of John W. Broughton, agent, to Stewart Bros. & Co., or the deed in trust, or the bill of sale before refer-ed to?

Ans. No, sir.

428 Ques. 18. Did you ever have any conversation with Jno. W. Broughton in reference to the indebtedness or the deed in trust or bill of sale?

Ans. No, sir.

Ques. 19. Did you ever have any conversation with any member of the firm of Stewart Bros. & Co., or with Jno. W. Broughton in regard to Broughton's agency?

Ans. I did not.

Ques. 20. Did you ever hear any member of said firm, or Hugh W. Brown, J. W. Broughton or his wife, Mrs. Noland or either the Misses Noland, say for whom John W. Broughton had been agent for the business in Rodney?

Ans. No, sir.

Ques. 21. You stated in your examination-in-chief that Jno. W. Broughton was clerking in the store when you arrived in Rodney, was he paid anything for his services?

Ans. Yes, sir; he was paid $75.00 per month.

429 Ques. 22. What were his services?

Ans. Salesman.

Ques. 23. How did you happen to go to Rodney in July, 1881?

Ans. My uncle sent me up there; my uncle was Andrew Stewart, of the firm of Stewart Bros. & Co.

Ques. 24. Did he give you any instructions in sending you to Rodney?

Ans. Yes; he told me to keep the books, and clerk in the store.

Ques. 25. Did he give you any reasons for sending you there to take Mr. Pintard's place?

Ans. None whatever.

Ques. 26. In whose employ are you now, or in what capacity have you charge of the books and correspondence of the business that you have been attending to in Rodney?

Ans. I am carrying the books to New Orleans as an agent of Stewart Bros. & Co.

430 Ques. 27. Would you exhibit those books and correspondence to us, as the attorneys of the complainants in this case, and to be used as evidence and in preparing the case for trial?

(Here Mr. Pintard, counsel for defendants, objected, and instructed witness not to produce the books and correspondence of the firm of Stewart Bros. & Co., doing business in Rodney after June 13th, 1881.)

Ans. No, sir.

Ques. 28. Did Stewart Bros. & Co. instruct you to bring those books to New Orleans?

Ans. Yes, sir.

Ques. 29. Those books and correspondence are here in Natchez on the wharf-boat, and easily accessible, and could be produced were you willing, are they not?

Ans. Yes, sir.

Ques. 30. Are these two books here that you have brought the day book, marked "J. W. B., 1881," and ledger, marked
431 "G," of Jno. W. Broughton, agent, the only books you have in your possession of Jno. W. Broughton, agent, and if you have any other ledgers, day books, journals, cash books, blotters, letter books, letters, or memoranda relating to the business of J. W. Broughton, agent, will you please produce them before us, the att'ys for complainants, to be used as evidence in the case, and in preparing said case for trial?

Ans. I think these are all; I will examine, and if there any more I will produce them.

Ques. 31. What amount was realized from that stock of goods and accounts by Stewart Bros. & Co.?

Ans. I haven't the slightest idea, as I never added up the amounts. I never struck a balance sheet while I was there—trial balance, or any other sort.

Ques. 32. Did you have entire charge of the books after you arrived and until balance of stock was shipped to Memphis?

Ans. Yes, sir.

Re-examined-in-chief by counsel for defendant:

432 Ques. 1. In your cross-examination you have stated that the balance of the books of J. W. Broughton, agent, were in the possession of Mrs. Noland; did you mean that you had delivered them to Mrs. Noland, or that *that* you had just left them there as any other old rubbish?

Ans. I left them there as any other old rubbish that was no account.

Ques. 2. Did you notify Mrs. Noland that you had left them there?

Ans. No, sir; I did not.

Ques. 3. The letter book that you spoke of in your cross-examination as being in the store when you went there, what became of it?

Ans. I believe it is in Rodney, if not in my trunk; part of it was not used when I went there, and I continued to use it.

Counsel for defendants excepts to questions 10, 11, and 12, and the answers thereto, in the cross-examination of witness, on the ground that the questions and answers are in reference to the private
433 business of Stewart Bros. & Co., and not in reference to the business of John W. Broughton, agent, or the sale and transfer of the stock of goods by Jno. W. Broughton to Stewart Bros. & Co.

Since my examination I have examined my trunk and find that the letter book referred to in my deposition above has been left in Rodney, but I here present another day book, running from August 10th, 1880, to April 23rd, 1881.

W. A. STEWART.

CLAUDE J. PINTARD, being duly sworn, testified as follows, to wit:

Ques. 1. What is your name, age, and occupation?

Ans. Claude J. Pintard; 22 years; clerk.

Ques. 2. Where have you always resided?

Ans. In Rodney, Jefferson county, Miss.

Ques. 3. In whose employ have you been since you commenced clerking?

Ans. I was with Jno. W. Broughton, agent, from March, 1875, until June 13th, 1881, and then I was placed in charge of the
434 same business for account of Stewart Bros. & Co., of New Orleans.

Ques. 4. Did or not Jno. W. Broughton still remain in said store after 13th June, 1881, and if so, in what capacity was he acting?

Ans. He did, as clerk under me, until about the 1st of March, 1882, when he was discharged; he had nothing further to do with the store after that time.

Ques. 5. Did or not Jno. W. Broughton have any interest in said store after June 13th, 1881?

Ans. None whatever; he only acted in the capacity of a clerk.

Ques. 6. Were you present when the sale and transfer of said store was made on the 13th June, 1881, and if so, was or not then and there a complete delivery of everything in said store-house by said Jno. W. Broughton to Stewart Bros. & Co.?

Ans. I was when everything in said store belonging to Jno. W. Broughton, agent, was transferred to Stewart Bros. & Co.

435 Ques. 7. What salary was Jno. W. Broughton receiving for services in said store after the 13th June, 1881, and was he paid said salary promptly and regularly?

Ans. He received $75 per month, and I gave him credit on the books that amount each month; after paying his bill in the store he was given the balance of the money.

(Counsel for defendants object to the answer unless the books are produced, as they are the best evidence.)

Ques. 8. When you commenced clerking for Mr. Broughton in 1875 in whose name was the business conducted.

Ans. John W. Broughton, agent.

Ques. 9. Do you know who he was acting agent for? If so, please state.

Ans. I do not.

Ques. 10. While you were clerking for Broughton, agent, did you ever hear or know of Mrs. Emma Broughton, Julia Noland,
436 or Emily Noland having or claiming any interest in said store?

Ans. No, sir.

Ques. 11. Did, or not, either Mrs. Emma Broughton, Julia Noland, or Emily Noland ever say to you or in your presence that they or either of them owned any interest whatever in said store, or that said Broughton was conducting business as agent for them?

Ans. They did not.

Ques. 12. Was there ever any act or conduct, as far [as] you know, on the part of Mrs. Emma Broughton, Julia Noland, or Mrs. Emily Noland that would lead you or any one else to believe that they or either of them had any interest in said store?

Ans. There was not.

Ques. 13. If they had ever claimed any interest in said store would you have known it?

Ans. I think I would.

437 (Question and answer objected to, on the ground that the question is leading and the answer incompetent.)

Ques. 14. What position did you occupy in said store for the last two years before the same sold *sold* to Stewart Bros. & Co.?

Ans. I kept the books and had charge of the business during Mr. Broughton's absence.

Ques. 15. During Mr. Broughton's absence did or not either Mrs. Emma Broughton, Julia Noland, or Mrs. Emily Noland have anything to do with said store?

Ans. They did not.

Ques. 16. Who was the owner of the store in which the business of John W. Broughton, agent, was carried on?

Ans. Mrs. Emily Noland.

Ques. 17. What rent, if any, was paid for said store-house?

Ans. $65.00 per month.

438 Ques. 18. Was that rent always paid promptly?

Ans. Sometimes it went on for 2 or 3 months, but she always got credit for the full amount.

Ques. 19. Did you ever hear John W. Broughton say who was his principal, and, if so, was the party whom he named present?

Ans. I never heard him say.

Ques. 20. What salary did you receive since June 13th, 1881, and who paid you your salary?

Ans. I received $100.00 per month, and was paid by Stewart Bros. & Co.

Ques. 21. Had or not John W. Broughton, Mrs. Emma Broughton, Julia Noland, or Mrs. Emily Noland anything to do with fixing the amount of your salary or paying the same since the 13th June, 1881.

Ans. They had not?

Ques. 22. When was said store closed out and what was done with the goods?

439 Ans. On the 1st of May, 1882, and the goods shipped to Stewart, Gwynne & Co., in Memphis.

Ques. 23. Were or not the books, ac's, and notes due Jno. W. Broughton, agent, transferred and delivered to Stewart Bros. & Co. at

the same time that the stock of m'd'se was delivered; and, if so, what became of them?

Ans. They were, and collected all that could be collected; the balance they still have.

Ques. 24. Did or not said Broughton keep an ac. on his books with said Stewart Bros. & Co.?

Ans. He did not; that is, in about 2 years before he closed out before that time he had an ac. with him.

Ques. 25. Did or not he keep a letter book and copy all business letters in the same?

Ans. He didn't use the letter book within 1 year of the time he was closed out.

Ques. 26. Was or not an inventory of the stock of m'd'se
440 taken at the time of the sale and transferred to Stewart Bros. & Co.; if not, how soon thereafter was the same taken?

Ans. We began as soon as the transfer was made, and were about two weeks taking it.

Ques. 27. Was or not a list of the notes and ac's made out and handed to Stewart Bros. & Co. at the time of the sale and transfer of the store?

Ans. A list was made out and given to them the day the transfer was made.

Ques. 28. How long previous to the sale was it that a complete inventory had been taken?

Ans. About two (2) months.

Ques. 29. To the best of your recollection, what amount of stock was on hand when the 1st inventory was taken?

Ans. I think between 25 and 26 thousand dollars.

Ques. 30. What amount of stock was on hand when you took the inventory immediately after the sale?

441 Ans. About 23 thousand dollars.

Ques. What was the amount the notes & book ac's transferred to Stewart Bros. & Co.?

Ans. About ten (10) thousand dollars.

Ques. What was the face value of the stock, notes, and book ac's transferred to Stewart Bros. & Co. by Jno. W. Broughton, agent?

Ans. About 33 thousand dollars.

Ques. What was the actual value of the stock, notes, and book ac's transferred to Stewart Bros. & Co. on June 13th, 1881, by Jno. W. Broughton, ag't?

Ans. Not ove- 25 thousand dollars.

Ques. Were the book ac's and notes worth their face value?

Ans. They were not.

Ques. Did you collect all of them; if not, about what proportion did you collect, and will the balance, in your judgment, ever be collected?

442 Ans. I think we collected about half; a portion of the balance we can collect, but about $3,000 of the balance, I think, will never be collected.

Ques. Do you know of your own knowledge what was the in-

debtedness of Jno. W. Broughton, agent, to Stewart Bros. & Co. on the 13th June, 1871?

Ans. I do not, only by the statement they rendered, which showed that Broughton, agent, owed them a little over $34,000.00.

Question and answer objected, because of incompetency.

Ques. Do you know what was the amount of the indebtedness of Jno. W. Broughton, agent, to Stewart Bros. & Co. on the 20th February, 1881?

Ans. I do not.

Ques. Was the indebtedness increased much between the 20th February, 1881, and the 13th June, 1881?

Ans. I can't say, sir.

443 Ques. If Jno. W. Broughton, agent's, indebtedness to Stewart Bros. & Co., on the 13th day of June, 1881, was $34,077.50, was the stock of m'd'se, book ac's, and notes transferred on that day by Jno. W. Broughton, agent, to Stewart Bros. & Co. worth that much, and has that much ever been realized from them, or will it ever be?

Ans. They will not, nor never will be.

Ques. Have you any interest in the result of this suit?

Ans. I have not.

Cross-examined by counsel for complainants:

Ques. 1st. Who did you understand Mr. Broughton to be acting as agent for?

Ans. I hadn't the slightest idea.

Ques. 2d. Did you never inquire?

Ans. No, sir; I wasn't interested, and asked no questions about it.

Ques. 3d. You did not think it singular in not knowing
444 who he was acting as agent for?

Ans. I did think it was singular, but I did not know.

Ques. 4. Did you ever talk to him about that subject at all?

Ans. No, sir; I never mentioned it to him at all.

Ques. 5. Did you ever hear it discussed, at Rodney or in the community, as to whom Broughton was agent for?

Ans. I did not.

Ques. 6. Did you ever hear any one say that he was agent for Mrs. Noland?

Ans. I did not.

Ques. 7. Did you ever hear any one say that he was agent for Miss Julia Noland?

Ans. No, sir.

Ques. 8. Did you ever hear any one say that he was agent for his wife?

445 Ans. I did not, sir.

Ques. 9. Who wrote the trust deed that was given by J. W. Broughton to Stewart Bros. & Co., in which you were trustee?

Ans. My father, Claude Pintard.

Ques. 10. Who wrote the deed or bill of sale that was afterwards executed?

Ans. Claude Pintard.

Ques. 11. In that transaction who did he represent?

Ans. Stewart Bros. & Co.

Ques. 12. Who was the attorney for Broughton and for Mrs. Noland, and who is now in this litigation?

Ans. Claude Pintard.

Ques. 13. Why was it that you with J. W. Broughton signed the bill of sale to Stewart Bros. & Co.?

Ans. As trustee, I suppose.

Ques. 14. As trustee in what?

446 Ans. As trustee in that deed in trust given Stewart Bros. & Co.

Ques. 15. After that trust deed was given who paid your salary for staying in the store, up to the time the bill of sale was made and executed?

Ans. John W. Broughton, agent.

Ques. 16. Up to the time of the execution of the bill of sale after the giving of the trust deed, what did J. W. Broughton do?

Ans. He remained in the store as usual.

Ques. 17. Well, did he buy and sell goods, and carry on the business just as he did before?

Ans. He sold goods, but don't think he bought any.

Ques. 18. What became of the money for which the goods were sold, and which was taken in after the execution of this trust deed up to the time this bill of sale was executed?

Ans. After paying all necessary expenses the balance was turned over to Stewart Bros. & Co.

447 Ques. 19. Why was it turned over to them?

Ans. Because it belonged to them.

Ques. 20. Well, in what right were they entitled to it prior to the date of the bill of sale?

Ans. Because Jno. W. Broughton, agent, owed them more than the stock of goods, notes, and ac's amounted to.

Ques. 21. J. W. Broughton, agent, owed a debt to Wickham & Pendleton, of St. Louis, at the time the trust deed was executed, did he not?

Ans. Yes, sir.

Ques. 22. How much was this debt, and who was the agent or drummer of Wickham & Pendleton; who was there looking after it about that time?

Ans. I think the amount was about $1,000.00. I am not positive about it. Mr. Domphan was the drummer. I do not know his initials.

Ques. 23. When was Mr. Domphan there; how long did he stay there, and what was done about that debt?

448 Ans. I don't know the exact time he was there; he remained 3 or 4 days. J. W. Broughton, agent, gave him his note for the amount.

Ques. 24. Have you any further answer to make to the above interrogatories?

Ans. The amount was afterwards paid by Stewart Bros. & Co., as they promised to pay it when the transfer was made.

Ques. 25. What do you mean by when the transfer was made; do you mean when the trust deed was made, or when the bill of sale was made on the 13th June?

Ans. When the bill of sale was given on the 13th June.

Ques. 26. Had Broughton given his note to Wickham & Pendleton before the 13th June?

Ans. I think he had.

Ques. 27. How long before?

Ans. I can't say.

Ques. 28. About how long?

449 Ans. I think about 2 or 3 weeks.

Ques. 29. When was that note payable?

Ans. I don't know, sir; some time in the fall.

Ques. 30. If the amount of goods and the notes and ac's was less in value than the amount Broughton owed Steward Bros. & Co., and the transactions had been closed up with Wickham & Pendleton by their taking a note due in the fall, what was the inducement to them, Stewart Bros. & Co., to pay this debt in addition?

Ans. That was the agreement between Mr. Brown and Mr. Broughton when the transfer was made that that note should be paid.

Ques. 31. What induced Mr. Brown to pay this additional debt when his house was already looser in taking the stock of goods, notes, and ac's for their account already due?

Ans. I don't know, sir.

Ques. 32. Do you not know that this drummer arrived

450 there, at Rodney, just a short while after Broughton had given the trust deed to Stewart Bros. & Co. and that he claimed that this transaction was fraudulent, and that he intended to stay there until they fixed up that debt?

Ans. I do not know the exact date he was there. I know nothing of his staying there until the debt was fixed up.

Ques. 33. Do you not know that Mr. Broughton paid about $400 on this debt, and for the balance, about $1,000, he gave his note, secured by the endorsement of Mrs. Emily Noland?

Ans. I did not know that he had paid $400 in cash, but I knew that Mrs. Noland had endorsed the note.

Ques. 34. Do you know anything of a threat on the part of this drummer that he would attach unless that debt was paid or secured, or did you hear anything of that kind at the time?

Ans. Yes, sir; I heard something of it.

Ques. 35. Who did you hear it from?

451 Ans. I think I heard it from my father. He was employed by Wickham & Pendleton at that time.

Ques. 36. When did Stewart Bros. & Co. pay that note?

Ans. Don't know the exact date; was paid when it was due.

Ques. 37. Was this amount paid by Stewart Bros. & Co. over and above the $34,077.50 due them by Broughton?

Ans. Yes, sir.

Ques. 38. At the time Stewart Bros. & Co. agreed to pay this note did they agree so to do in writing?

Ans. I don't know, sir.

Ques. 39. Did you hear their agreement?

Ans. No, sir; I did not.

Ques. 40. How do you know, then, that they agreed at the time of the transfer to pay this note?

Ans. Because I was notified of it by Stewart Bros. & Co.,
452 of New Orleans.

Ques. 41. At what time were you notified of it, and how?

Ans. I was notified of it when the note was paid. It was sent to us to be charged upon the books.

Ques. 42. Who did you charge it to?

Ans. I charged it up to mdse. and entered it upon the books.

Ques. 43. You don't know, then, otherwise than by hearsay, that Stewart Bros. & Co. agreed at the time of the transfer, or that Mr. Brown agreed for them, that they should assume and pay this note?

Ans. I only know it through Stewart Bros. & Co.

Ques. 44. What did you say was the amount of rent paid Mrs. Noland for the store?

Ans. $65.00 per month.

Ques. 45. During what time?

453 Ans. For the last 2 or 3 years.

Ques. 46. Was it ever since you have been there?

Ans. No, sir; it was $65 per month for 2 years before the transfer was made.

Ques. 47. Did you ever hear that Mrs. Noland, Mrs. Broughton, or Miss Noland, were interested in any way in that business as partners or otherwise?

Ans. No, sir; I never did.

Ques. 48. What were your duties while in the employ of Broughton during, say, 2 years prior to the time he sold out to Stewart Bros. & Co.?

Ans. I kept the books and had charge of the business during Mr. Broughton's absence.

Ques. 49. Did you have anything to do with the correspondence?

Ans. Only in his absence.

Ques. 50. Did he preserve copies of business letters that he wrote, and did he keep files or preserve letters that he received in
454 the course of his business?

Ans. Don't think he copied any for a year before he closed out, and didn't preserve all of his business letters.

Ques. 51. Did he preserve any of his letters, or did he have letter files?

Ans. Yes, sir; I think he had some of his business letters when he sold out to Stewart Bros. & Co., but I think he destroyed all of them then.

Ques. 52. Why do you think so; what do you know about this?

Ans. Because he burned a lot of his business letters and papers then, and I haven't seen any laying around since then.

Ques. 53. These letters that he preserved, were they in the shape of letter files, or were they pasted in books?

Ans. He only kept them in pigeon-holes in his desk.

Ques. 54. Did you see him destroy them?

455 Ans. I saw him destroy some of them; I don't know as I saw him destroy all of them.

Ques. 55. At what time was it and when was it you saw him destroy the letters?

Ans. It was a few days after the transfer was made—in the grate in the back part of the store.

Ques. 56. What became of the letter-press copies that he had taken in the course of his business?

Ans. They are in the store in Rodney; the store that we have had since the transfer.

Ques. 57. Was any bills payable ac. kept by Broughton?

Ans. No, sir.

Ques. 58. Was there any cotton ac. kept, ac. of cotton shipped.

Ans. Yes, sir.

Ques. 59. Where is that acct.?

Ans. In Rodney; he had a separate book or cotton book.

456 Ques. 60. Did Stewart Bros. & Co. agree to pay any other debt or debts or balances for Broughton?

Ans. I think not, sir.

Ques. 61. Well, do you know?

Ans. I do not know.

Ques. 62. Look at the last entry on the ac. of T. C. West, on ledger G, kept by J. W. Broughton, ag't, in these words, of date June 13th, 1881: "To am't to N. L., $20.31," and explain what that means.

Ans. That was the amount due Mr. T. C. West, who was clerking for Mr. Broughton when the transfer was made, which was transferred to the new ledger of Stewart Bros. & Co.

Ques. 63. Did he continue to clerk in the store?

Ans. He was there until young Mr. Stewart got up from New Orleans on the 1st of July.

Ques. 64. This balance, then, of $20.31 on June 13, 1881, was the balance Mr. Broughton owed him?

Ans. It was.

457 Ques. 65. Did Stewart Bros. & Co. pay that?

Ans. Yes, sir; I paid it.

Ques. 66. Why did Stewart Bros. & Co. pay this debt that was due by J. W. Broughton, agent?

Ans. I paid him the amount to get him to stay in the store until Mr. Stewart could come up from New Orleans.

Ques. 67. Did you pay him wages for staying in the store in addition?

Ans. Yes, sir.

Ques. 68. What wages did you pay him?

Ans. I think I paid $35 per month and his board?

Ques. 69. What wages had been paid him by Broughton?

Ans. The same wages.

Ques. 70. Then, you paid him at the rate of $35 pr. month and his board, the same wages he had been receiving, to stay in the store from June 13th to July the 2d; and in addition to that paid
458 him a debt of $20.31 that J. W. Broughton, agent, owed him?

Ans. Yes, sir.

Ques. 71. Was he not willing to stay and clerk for the same wages that he had been receiving from Broughton?

Ans. He did stay for the same salary.

Ques. 72. Well, why did you pay him the $20.31?

Ans. I knew he would object to staying unless I paid it, and I paid it without consulting Stewart Bros. & Co. about it; they had placed me in charge of the business and had given me the authority.

Ques. 73. Was there any clerks with reference to whom this same thing was done?

Ans. No, sir.

Ques. 74. Look at the last entry on the ac. of Shelby Davis, on page 172 of ledger G, kept by J. W. Broughton, ag't, in these words, of date June 13th, 1881, "To am't to N. L., $36.00," and explain what that means.

459 Ans. He was our drayman, and I settled with him the same as I did with Mr. West.

Ques. 75. What was he receiving prior to the failure of Broughton?

Ans. He was receiving $25.00 per month.

Ques. 76. How much did he receive afterwards?

Ans. The same salary, I think. I discharged him on the 1st of July.

Ques. 77. Then you paid from June 13 to the 1st of July for Stewart Bros. & Co., at the rate of $25.00 per month, and paid him extra $36.00, which Stewart Bros. & Co. did not owe him, and which was due him from J. W. Broughton, agent?

Ans. I did, sir.

Ques. 78. Was this by authority of Stewart Bros. & Co.

Ans. It was not.

Ques. 79. Look at the last entry on the ac. of William Holmes, on page 150 of Ledger G, kept by J. W. Broughton, a'gt, in these
460 words, of date of June 13, 1881, "To am't. to N. L., $23.48," and explain what *what* that means?

Ans. I settled that am't in order to keep his business, being very valuable to us, and we were making more out of him than that am't.

Ques. 80. Was this done by authority of Stewart Bros. & Co.?

Ans. No, sir; the business was in my hands, and I thought it best to do that.

Ques. 81. There are a number others in which the same thing was done. Look upon the ac. of Robt. Cox, on page 127 of Ledger G, kept by J. W. Broughton, ag't, and state if the am't carried forward to new ledger, as stated, there is not $247.83 that was carried forward to the new ledger and paid by Stewart Bros. & Co.

Ans. Yes, sir. Mr. Cox's business was very large, and we realized a good deal more profit than that amount out of his business.

Ques. 82. Was this $247.83 paid with the knowledge and by the authority of Stewart Bros. & Co.?

461 Ans. They did not authorize me to pay the am't, but they knew that it was due, and I paid it without their authorizing me to do so; they did not tell me not to pay it.

Ques. 83. Were the amounts paid to West, Davis, Robert Cox, and others, as you have stated, reported to Stewart Bros. & Co., and did they make any objections to it?

Ans. I never notified them when I paid the amounts, and I don't know whether they knew it or not.

Ques. 84. J. W. Broughton continued to clerk in the house after the sale up to March, 1882, did he not?

Ans. He quit in either February or March, I am not certain which.

CLAUDE J. PINTARD.

And the said witnesses were by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; and the questions as propounded by the soliciter for the defendants and

462 solicitors of the complainants were carefully reduced to writing by Walter McCrea, my deputy chancery clerk; and the answers of said witnesses to the interrogatories and cross-interrogatories propounded were carefully reduced to writing by said Walter McCrea; and the said witnesses were carefully and impartially examined in my presence. At the close of each witness'*es* testimony the same was read over to them in my presence, and by them, respectively, signed on the day of the taking thereof; and we met at my office in Natchez, Mississippi, on Monday, July 31st, 1882, and commenced and closed the taking of said depositions during legal hours of the day.

All of which, together with the *the* two "day books and ledger" referred to in the testimony of W. A. Stewart, is hereby certified, and, by agreement of counsel, these said depositions and said books are now turned over to counsel in the hereinbefore-mentioned cause.

Witness my hand and official seal, at Natchez, this July 31st, 1882.

[SEAL.] ALLISON H. FOSTER,
Clerk, Chancery Clerk.

(Endorsed:) Filed Aug. 29, 1882. J. M. McKee, cl'k.

And on the 27th day of October, A. D. 1882, the deposition of Claude Pintard was filed in said cause, in the words & figures following, to wit:

463 United States Circuit Court, Southern District of Mississippi.

JAMES H. DUNHAM *et al.*
vs.
J. W. BROUGHTON *et al.* } No. 322.

Deposition of Claude Pintard, witness on the part of the defendants, taken by consent before Henry Key, clerk of the circuit court of Jefferson county, State of Mississippi, September 12th, 1882, at Fayette, Miss.

CLAUDE PINTARD, being duly sworn, deposes as follows, to wit:

On the 25th day of May, 1881, Andrew Stewart, of the firm of Stewart Bros. & Co., of the city of New Orleans, in the State of Louisiana, who are defendants in this cause, in company with J. W. Broughton, come into my office in the town of Rodney, and Mr. Stewart stated to me that Mr. Broughton was indebted to him in a large sum, to wit, over thirty-four thousand dollars, and that Mr. Broughton had agreed to give him security for the debt, and
464 asked me to prepare a deed of trust upon the stock of *of* goods, notes, accounts, &c., he also agreeing to let Mr. Broughton have to the extent of a thousand dollars more to enable him to carry on his business during the summer, & enable him to collect what was due the house. The agreement was that two notes were to be given, one for $20,000.00, the other for $14,077.50. I then prepared the deed of trust, of which a certified copy is filed with these papers, which was signed & acknowledged with the notes the same day, and delivered to said Stewart by said Broughton.

About ten days prior to this transaction I held a claim for collection against John W. Broughton, agent, in favor of Wickham & Pendleton, of St. Louis, Mo., for about $1,400.00. The agent of Wickham & Pendleton—I do not now remember his name—came to Rodney at that time, and when in my office consulting me in regard to the matter, it was agreed between us that if he could get cash enough from Broughton to reduce the amount to $1,000.00, and could get a note from Mr. Broughton, signed by Mrs. Noland, payable in the fall, it would
465 be a good settlement of the debt, and I advised him to do it. This he succeeded in doing. This Wickham & Pendleton transaction was about ten days prior to making of the deed of trust to Stewart Bros. & Co. About the 10th of June, 1881, I saw a decision of the Supreme Court which declared deeds of trust similar to the one given by Broughton to Stewart Bros. & Co. void as to other creditors, and as Broughton had informed me that he honestly owed Stewart Bros. & Co. the $34,077.50 and wished to secure them in preference to other creditors, because, as he said, he had been enabled to create the debt through his cousin, Hugh W. Brown, I had him to telegraph to Stewart Bros. & Co. to come up immediately to Rodney. In answer to the telegram, Hugh W. Brown came up, who was Stewart Bros. & Co.'s agent and confidential clerk, & Mr. Broughton then, on the 13th day of June, made a sale to Stewart Bros. & Co., and delivery to Hugh W. Brown, their agent, of the entire

stock of merchandise, books & accounts, notes, and everything mentioned in the bill of sale, which I then wrote and was then
466 signed by Mr. J. Broughton, and the whole business was then turned over by Mr. Brown to my son, Claude J. Pintard, who continued to manage it for Stewart Bros. & Co. until it was closed out in May last.

CLAUDE PINTARD.

Sworn to and subscribed before me this, 12th day of September, A. D. 1882.

[SEAL.] HENRY KEY, *Clerk.*

Waiving all formalities, it is agreed that the foregoing deposition may be read in evidence on the trial of the case stated in the caption, subject to objections for incompetency or irrelevancy.

Sept. 12, '82.

NUGENT & McWILLIE.
MELLEN, BRAME,
Sol's for Compl'ts.

(Endorsed:) Filed 27 Oct., A. D. 1882. J. M. McKee, cl'k.

And afterwards, to wit, on the 8th day of November, 1882, the deposition of Phillip W. Kopper in said cause was filed in the office of the clerk of said court, and is in the words and figures following, to wit:

467 United States Circuit Court, Southern District of Mississippi.

JAMES H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

Waiving notice, commission, and all formalities, it is agreed that the deposition of Philip W. Keopper, a witness for complainants in the above-entitled cause, may be taken before any officer, State or Federal, competent to administer an oath, on the direct and cross-interrogatories herewith attached, to be read in evidence, subject only to objections for incompetency and irrelevancy.

Aug. 15, 1882.

L. BRAME,
For Compl'ts.
J. C. PINTARD,
T. C. CATCHINGS,
For Def'ts.

468 *Interrogatories for Philip W. Kopper, a Witness for Complainants in above-entitled Cause.*

United States Circuit Court Southern District of Mississippi.

JAMES H. DUNHAM *et al. v.* JOHN W. BROUGHTON *et al.*

1. State your name and place of residence. Do you know the parties to this suit?

2. If you were at Rodney, Miss., in Feb'y, 1881, please state at whose instance you went there; who you were representing, and for what purpose you went there. If you saw J. W. Broughton, and

had any conversation with him, state what he said, and all that passed between you, fully and particularly.

3. In what name was Broughton conducting business? State who he was acting as agent for, or for whom he claimed to be acting as agent. If he made any statements in reference to this, please state what he said. Did he use any qualifications or condition in naming his principal? Was he acting openly and publicly as the agent of such person, or did he say or do anything to indicate that it was desired that the name of his principal, if there was one, should be kept secret?

469 4. What kind of business was Broughton engaged in? What [kind] of stock did he have on hand, large or small? What was the appearance of the stock? At what would you estimate its value? If Broughton said anything about its value, what did he say?

5. If you or your house had any debt or claim against Broughton, ag't, at that time, please state the amount. What was done about this indebtedness? Was any part of it paid? If not, why? Did you sell Broughton other goods? If so, state the amount of the order and the terms. Were you influenced in any way by the statements and declarations of Broughton? If so, to what extent and what did you do in consequence, if anything?

6. If Broughton referred you to any one in New Orleans in relation to his business, state to whom and what he said or did. If he gave you a letter of introduction, to whom was it addressed? What did you do with the letter; where is it now?

470 7. If you went to New Orleans, when did you go? Did you go to see Stewart Bros. & Co. at their office? If so, who did you see there, and about what date was it? If you had any conversation with Stewart Bros. & Co. or any one representing them in the office in relation [to] Broughton, please state fully and particularly all that passed.

8. If anything was said by Broughton, and Stewart Bros. & Co., in relation to the latter's paying or advancing for the former money to meet any part or proportion of his debts, please—what *what* was said by them or either of them? If they or either of them stated to you that it was desired that a portion of the indebtedness should be extended or carried over and a part to be paid, please state what was said, and whether you or Dunham, Buckley & Co. consented to the proposed arrangement. If you know of any other creditors who so assented, please state who.

9. How long did you remain in New Orleans, and to what place did you go from there?

471 10. Did you see James A. Miller, the representative of Edwin Bates & Co., in New Orleans? Did you see him before or after you had the interview with Stewart Bros. & Co.? Did you have any conversation with him in relation to Broughton and Stewart Bros. & Co.? Had Miller seen Stewart Bros. & Co. before your interview with him? In answer to this, state facts within your own knowledge only, and do not give the conversation between

Miller and yourself, if there was such, but only state whether or not you had the interwiew in relation to that business.

11. At what time were the goods to be shipped to Broughton that he ordered from you, as above stated, at Rodney? When were such goods, in fact, shipped and delivered? Had they been shipped or delivered before you left New Orleans?

12. Apart from the information you obtained, as you have stated, did you or your house have any means of knowing the true amount of the indebtedness from Broughton to Stewart Bros. & Co., or of the condition of the business of Broughton, ag't?

13. Did you inform Stewart Bros. & Co., in the conversation alluded to, of the amount of the indebtedness of Broughton
472 to Dunham, Buckley & Co.? Were they aware also of the fact that Broughton had ordered other goods from you, and of the amount?

14. If there was any confirmation of the statement of Broughton as to to the condition of his business and of the amount of his indebtedness to Stewart Bros. & Co., please so state.

15. If there was any such confirmation, or if Stewart Bros. & Co. had any conversation with you in relation to said business and their indebtedness against Broughton, what influence, if any, did the same have with you, or with Dunham, Buckley & Co., as regards the large debt Broughton then owed the house and the order for goods he had made?

16. Did you know or did you have any means of knowing that Stewart Bros. & Co. at that time claimed to have a debt against Broughton, ag't, of about $30,000.00, or did Stewart Bros. & Co. give you any intimation that such was the fact? In what kind of terms did they speak of Broughton?

17. Was there time and opportunity for you to have stopped
473 the last bill of goods from being delivered to Broughton after the interview with Stewart Bros. & Co.?

18. What would have been your course if you had been informed by Stewart Bros. & Co. that their debt — as much as half of $30,000.00?

19. Did you or your house ever, at any time after the interview with Stewart Bros. & Co., and before the failure of Broughton, when he sold out everything to them, receive any information or intimation from them as to any increased or larger indebtedness of theirs against Broughton; or did you or your house receive any notice or intimation of an intention or determination on their part not to advance Broughton and carry him over for the year 1881?

20. Since the interview with Stewart Bros. & Co., state whether or not anything has been paid on the debt of Dunham, Buckley & Co. Who has had charge of said claim and supervision of the matter since that time?

21. If you know anything further material to this case of benefit to either party, please state it.

L. BRAME.

NUGENT & McWILLIE, T. L. MELLEN,
Solicitors for Complainants.

474 *Cross-Interrogatories*

Cross-int. 1. If in answer to direct int. 2nd you state that you were in Rodney in the spring of 1881, and had a conversation with J. W. Broughton, state if there were any other persons present; and, if so, who they were.

Cross 2nd. If J. W. Broughton stated to you at the time of that conversation that he was acting as agent for any one, and gave you the name of his principal, was that principal present at that conversation; if not, did you see and have any conversation with said principal afterwards or at any time in regard to the business of J. W. Broughton, agent?

Cross 3rd. If you state that said Broughton was acting openly and publicly as the agent of such person, please state what you mean by acting openly and publicly; did he have any sign up in his store to indicate who he was agent for; or did he sign his name as agent for any particular person; was not all he did to indicate who he was agent for simply what he said to you in this conversation?

475 Cross 4. If in answer to direct int. 4, you place any value upon the stock in his store, state how you arrived at that value.

Cross 5. If you state that you sold said Broughton the goods at the time of this interview, state if the sale was not made upon the statement of Broughton alone, and not from any information you derived from Broughton's reputed principal, or from any information derived from Stewart Bros. & Co.

Cross 6. If you state that you went to see Stewart Bros. & Co. in New Orleans after your interview with Broughton in Rodney, did you see any of the members of the firm of Stewart Bros. & Co., or was it Hugh W. Brown, their clerk? If you state you had a conversation with any member of said firm, was it not in the cotton room, and only a few remarks in regards to Broughton & his business passed between you, and state also whether any one else was present at the time, and, if so, who?

476 Cross 7. Did any member of the firm of Stewart Bros. & Co. or any one else authorized to speak for them, tell you that J. W. Broughton, agent, did not owe them more than $5,000.00 at that time?

Cross 8. Did you ship the last bill of goods to Broughton upon any statement made to you by Stewart Bros. & Co., was not said bill of goods directed by you to be shipped to Broughton some time before you saw Stewart Bros. & Co.?

Cross 9. Did you enquire of Stewart Bros. & Co. how much Broughton owed them; and, if so, what was their answer?

Cross 10. Do you know how long Broughton had been buying from Dunham, Buckley & Co.? If so, state how long.

Cross 11. Were you present at the store of Dunham, Buckley & Co. in New York when Broughton purchased his first bill of goods from them, or at any time subsequently when he, Broughton, was in New York purchasing goods; and, if so, did you ever hear Broughton make any statement as to who his principal was? To your own

knowledge did he ever make any statement at any time when in New York who his principal was?

477 T. C. CATCHINGS AND CLAUDE PINTARD,
Solicitors for Defendants.

478 STATE OF NEW YORK, } ss:
City and County of New York, }

JAMES H. DUNHAM *et al.* }
vs. } 322.
J. W. BROUGHTON *et al.* }

United States Circuit Court, Southern District of Mississippi.

Be it remembered that on the first day of November, A. D. 1882, by virtue and in pursuance of a stipulation or agreement between counsel herein to take the deposition of Philip W. Kopper, of the city of New York aforesaid, a witness for complainants in a certain case pending in the United States circuit court, southern district of Mississippi, wherein James H. Dunham *et al.* are complainants and J. W. Broughton *et al.* are defendants, on the interrogatories and cross-interrogatories annexed to and accompanying said stipulation, I caused the said Phillip W. Kopper, a person of sound mind and upwards of twenty-one years of age, to come before me, at my office, at No. 305 Broadway, in the city of New York and State of New York aforesaid, and the said Phillip W. Kopper, being by me
479 first duly cautioned and sworn to speak the truth, the whole truth, and nothing but the truth, in answer to said interrogatories and cross-interrogatories, did depose and say:

1st Int.

Answer. In answer to first interrogatory witness says: My name is Phillip W. Dopper. My residence is in New York city. I know plaintiffs and defendants, J. W. Broughton.

2nd Int.

Answer. In answer to second interrogatory witness says: I was at Rodney, Mississippi, in February, 1881. I went there upon instruction and direction of Dunham, Buckley & Co., of No. 340 Broadway, New York city, who are plaintiffs in this suit. I went there representing them, to collect or secure if possible their claim against J. W. Broughton, agent, and to examine into his condition and affairs. I went to Rodney for that purpose alone; I saw Mr. J. W. Broughton at his store in Rodney on the 23rd day of February, 1881. I had never met Broughton before; I introduced myself to him; stated to him that I represented Dunham, Buckley & Co., of New York, and that I visited him at Rodney by their special directions to collect all I could, which was due them from
480 him, and to find out just how he stood. Broughton said he was glad to see me, and that he was glad Dunham, Buckley & Co. had sent some one to see him, as he could more readily talk than correspond about his affairs; Broughton then showed me through his two stores on the ground floor opening into each other; showed me the stock in each, and thence took me up stairs to the second floor, upon reaching which and showing me stock therein

contained, Broughton said: "Now we can talk together up here without fear of interruption and of being overheard; it is not necessary for everybody to know our business." Broughton then said to me, "I know we owe your house a good deal of money, but you have always treated me well, and you need not fear at all alarmed; the only reason we are slow now is because of the wet season, the planters cannot bring their cotton in by reason of bad roads, so that we can't make collections. I have made arrangements with Stewart Bros. & Co., of New Orleans, who agree to advance me money enough to pay one-half of the indebtedness in cash, as soon as I go to New Orleans, which will be in about ten days, and on the other half
481 I want an extension to next fall." I then asked him who was his principal, and what the assets were and what were the liabilities. He told me that since the death of his father-in-law his mother-in-law, Mrs. G. G. Noland, was principal; that Mrs. Noland owned the store-house unencumbered which he occupied; that she owned other village property, describing at the time, and which description I do not now remember; that she owns plantation property, very valuable, about ten miles from Rodney, and notes and securities in New Orleans, all of which was worth at least fifty thousand dollars. Besides that, he said, the stock in store worth at least twenty-five thousand dollars, which stock, he said, was more than enough to pay all debts due. He said the entire liabilities would not exceed twenty thousand dollars, and was made up of the debts due Dunham, Buckley & Co., who were his largest creditors; that he owed Mess. Stewart Bros. & Co., New Orleans, between $4,500 & $5,000; Edwin Bates & Co., New York, between $3,000 & $4,000, and several small debts to Woodruff, Morris & Co. and others. Broughton said no fears need be entertained by any creditors.
482 Broughton said he wanted some goods, and asked me whether, upon the statement he made, he could buy goods from Dunham, Buckley & Co.; I told him, upon the statement made, I would advise Dunham, Buckley & Co. to sell him goods, to make up his order and send it on. I told him I would go to New Orleans and call upon Stewart Bros. & Co.; he said I have a cousin with Mess. Stewart Bros. & Co., I will give you a letter to him and he can tell you all about me. He gave me a letter to Mr. Brown, also a draft on Stewart Bros. & Co. for $535. Broughton told me Mr. James A. Miller, representing Edwin Bates & Co., of New York, had been to Rodney and was then in New Orleans, and suggested that I call upon him, and that I could tell him what I found out about the business, as he, Broughton, would require extensions on one-half of all the indebtedness. I told Broughton with the showing he made I did not think he would have any trouble with Bates & Co. or Dunham, Buckley & Co.; he told me he did not anticipate any trouble from them; he said he had ordered some goods from Edwin Bates & Co., which he hoped they would send him; he said there
483 was one notion-house in New Orleans which he was afraid might trouble him, I think the name he mentioned was Katz & Barnett; he said again he would need some light prints, &c., to replenish his stock, and would send order to Dunham, Buckley &

Co., and hoped I would advise them to send them; I then bid him good bye, and from Rodney went direct to New Orleans.

3d Int.

Answer. In answer to the third interrogatory witness says: J. W. Broughton was doing business, he informed me, for his mother-in-law, Mrs. G. G. Noland; he told me so distinctly, when I visited him in February, 1881, at Rodney, Miss.; he told me so in answer to my direct question as to who was his principal; I do not remember that he had any sign up, either on the inside or outside of his store, or anywhere that was visible. I was informed by several people in Rodney that Broughton was doing business as agent, and one who was introduced to me by Broughton, whose name I forgot, but who was a planter in the neighborhood, that Broughton was agent for his mother-in-law, as he understood.

4th Int.

484 Answer. In answer to fourth interrogatory witness says: Broughton was engaged in a general store business—dry goods, clothing, boots and shoes, groceries, hardware, &c., &c.; he had on hand when I visited him a good sized stock; his store-house was well filled, and the stock appeared in excellent condition. I did not know the value of clothing, boots & shoes, & groceries. Broughton told me the stock was, at the lowest possible estimate, worth $25,000; from my knowledge of the general appearance of stocks of that kind I think he was certainly within bounds.

5th Int.

Answer. In answer to fifth interrogatory witness says: At the time I visited Rodney, Broughton, agent, owed Dunham, Buckley & Co. the sum of $7,511.96, in two notes and open account. As I stated before, Broughton gave me draft on Stewart Bros & Co., New Orleans, for $535, for which they gave me check; this was on account of indebtedness. Dunham, Buckley & Co. afterwards sold Broughton, agent, goods to the value of $405.48; these last goods were sold and delivered to Broughton entirely upon the strength of the
485 statement made to me by Broughton, at Rodney, as before stated, and the statement of Mr. Brown, at New Orleans.

6th Int.

Answer. In answer to sixth interrogatory witness says: Mr. Broughton referred me to Stewart Bros. & Co., of New Orleans, to his cousin, Mr. Brown, who was in their employ, and who he said could tell all about his business with them. Broughton gave me a letter of introduction to his cousin, Mr. Brown, addressed to him; I presented the letter to Mr. Brown at the office of Stewart Bros. & Co., in New Orleans, and left it with him at that time. I have not seen it since.

7th Int.

Answer. In answer to seventh interrogatory witness says: I went directly from Rodney to New Orleans by steamer "Natchez," arriving at New Orleans, arriving there on 26th or 27th of February, on Monday. I think it was March 1st I went to see Stewart Bros. & Co. at their office, where I found Mr. Brown; I thiuk no one else was present. I handed my letter of introduction to Mr. Brown, who

thereupon bade me enter behind the railing. I set down
486 and stated to him that I had just come down from Rodney. I then went over in detail just what Broughton had told me about the debts, his assetts and liabilities, and his proposition to his creditors. I remember distinctly stating the amounts he gave me, including his statement of indebtedness to Stewart Brothers & Co. Mr. Brown said that he thought Broughton was all right; that all he wanted was a little time, and that Mr. Broughton had made arrangements with them to advance enough to pay one-half of his indebtedness; that they expected him down to New Orleans about March 10th to close the matter up. I told Brown about Broughton's desires to buy goods, and he stated again that Brougton was all right. I then presented draft given to me by Broughton, and Mr. Brown gave me check for same.

8th Int.

Answer. In answer to eight- interrogatory witness says: As before stated Mr. Broughton, in my interview with him at Rodney, stated to me that he had made arrangements with Stewart Bros. & Co., of New Orleans, by which they were to advance fifty per cent. of his indebtedness to his creditors, and he was
487 only waiting until he could get to New Orleans, where he hoped to go about March 10th to close the matter. Mr. Brown, of Stewart Bros. & Co., of New Orleans, stated to me that Broughton had made arragements with them to advance for him fifty per cent. of his indebtedness, and that they were only waiting Broughton- arrival in New Orleans to make the necessary advance." Mr. Broughton said that he wanted one-half of his debts extended over to fall, and Mr. Brown stated at — interview in New Orleans that the half of Broughton's indebtedness not settled by Stewart Bros. & Co.'s advances was to be extended over until fall. Dunham, Buckley & Co. and Edwin Bates & Co. both assented to this.

9th Int.

Answer. In answer to ninth interrogatory witness says: I left New Orleans on March 2nd, and returned directly to New York.

10th Int.

Answer. In answer to tenth interrogatory witness says: I saw James A. Miller, representative of Edwin Bates & Co., in New Orleans. I saw him both before and after the interview I had
488 with Stewart Brothers & Co. I did converse with Miller in relation to Broughton and Stewart Brothers & Co. I called upon him in relation to this matter alone. Mr. Miller had seen Stewart Brothers & Co. before my interview with him.

11th Int.

Answer. In answer to eleventh interrogatory witness says: The goods were not ordered through me. Broughton sent the order to Dunham, Buckley & Co. direct. The goods which he ordered, in consequence of my advising him that Dunham, Buckley & Co. would give him time, &c., after payment of 50 %, were shipped April 23d, 1881. They were shipped after my return to New York.

12th Int.

Answer. In answer to twelfth interrogatory witness says: Apart

from the information I had obtained, Dunham, Buckley & Co. had no means of knowing the true amount of the indebtedness of Broughton to Stewart Brothers & Co. or of the condition of the business of Broughton, ag't.

13th Int.

Answer. In answer to thirteenth interrogatory witness
489 says: I informed Mr. Brown, of Stewart Brothers & Co., of the amount of Broughton's indebtedness to Dunham, Buckley & Co., and of his intention to order more goods.

14th Int.

Answer. In answer to fourteenth interrogatory witness says: That he stated fully to Mr. Brown, of Stewart Brothers & Co., what Broughton had told him at Rodney, mentioning in detail the several amounts due the different creditors, including that to Stewart Brothers & Co. Mr. Brown assented to this statement as being correct; that they knew this from the arrangement they had to advance fifty per cent.

15th Int.

Answer. In answer to fifteenth interrogatory witness says: My interview with Mr. Brown, of Stewart Brothers & Co., confirming Broughton's statement, satisfied me that everything was all right, and I so advised Dunham, Buckley & Co.

16th Int.

Answer. In answer to sixteenth interrogatory witness says: I had no means of knowing that Stewart Brothers & Co. at that time claimed to have a debt against Broughton of about $30,000,
490 nor did Stewart Brothers & Co. give me any intimation that such was the fact. They spoke in the highest terms of Broughton.

17th Int.

Answer. In answer to seventeenth interrogatory witness says: The goods were not shipped until after my return to New York.

18th Int.

Answer. In answer to eighteenth interrogatory witness says: Had I been informed by Stewart Bros. & Co. that their debt was as much as half of $30,000 I would have returned at once to Rodney and endeavored to collect or secure Dunham, Buckley & Co'-. claim.

19th Int.

Answer. In answer to nineteenth interrogatory witness says: Never since my interview at Stewart Brothers & Co. and before the failure of Broughton, when he sold out everything to them, the house of Dunham, Buckley & Co., received any intimation of any interview or determination on their part not to advance Broughton and carry him over the year 1881.

20th Int.

491 Answer. In answer to twentieth interrogatory witness says: Since the interview at Stewart Brothers & Co. nothing has been paid on the debt of Dunham, Buckley & Co. I have had charge of claim ever since.

21st Int.

Answer. In answer to twenty-first interrogatory witness says: I

know of nothing further material to this case of benefit to either party.

Cross-interrogatories on behalf of defendants:

1st X Int.

Answer. In answer to first cross-interrogatory witness says: No one was present at my interview with Broughton at Rodney in February, 1881, but Broughton & I.

2d X Int.

Answer. In answer to second cross-interrogatory witness says: The person who Broughton told me was his principal was not present at the time of our interview. I did not have any conversation at any time with said principal at any time with regard to Broughton's affairs.

492 3d X Int.

Answer. In answer to third cross-interrogatory witness says: I do not remember whether Broughton had sign up or not. He simply signed his name agent. All he did to indicate who — was agent for when I was there was his statement to me, before set forth.

4th X Int.

Answer. In answer to fourth cross-interrogatory witness says: I, in answer to fourth interrogatory, stated value of stock given me by Broughton, but my experience in examining stock such as Broughton's, which I have been doing for the past sixteen years, taught me that Broughton's figures was certainly within bounds.

5th X Int.

Answer. In answer to fifth cross-interrogatory witness says: I did not sell Broughton any goods, nor did I take any order from him when at Rodney; that was not my business. I went to Rodney especially to examine into affairs of Broughton.

6th X Int.

Answer. In answer to sixth cross-interrogatory witness says:

493 When in New Orleans I called at office of Stewart Brothers & Co. Mr. Brown was, from his manner of receiving me, in charge of the office. No one else was about; that I remember. Mr. Brown behaved as one in authority, and was so treated by those who called during my visit. I was informed by others, whose names I forgot, that he was head man. He signed checks for the firm. I do not know that I saw any other members of the firm.

7th X Int.

Answer. In answer to seventh cross-interrogatory witness says: Mr. Brown, who I believed was authorized to speak for Stewart Brothers & Co. in Broughton's matter, stated to me that Broughton, in statement made to me at Rodney, was correct. This statement I repeated to Mr. Brown, including the debt to Stewart Brothers & Co., at between $4,500 and $5,000.

8th X Int.

Answer. In answer to eighth cross-interrogatory witness says: The last bill of goods sold to Broughton was sold entirely upon the

belief in the truth of statement made by Broughton and Stewart Brothers & Co.

494 9th X Int.

Answer. In answer to ninth cross-interrogatory witness says: My answer to direct, also to seventh cross-interrogatory, fully answers this one.

10th X Int.

Answer. In answer to tenth cross-interrogatory witness says: Do not know how long Broughton bought goods from Dumham, Buckley & Co.

11th X Int.

Answer. In answer to eleventh cross-interrogatory witness says: I was not present at store of Dunham, Buckley & Co. when Broughton purchased first bill of goods from them, nor at any time subsequently when Broughton was in New York. Don't know of my own knowledge that Broughton ever made statement in New York who his principal was.

PHILIP W. KOPPER.

Taken, subscribed, and sworn to before me, at New York city, this 1st day of November, 1882.

[SEAL.] JAMES TAYLOR,
Notary Public, New York, & Commissioner of Mississippi in New York, 305 Broadway.

495 STATE OF NEW YORK, }
City & County of New York, } *ss:*

I, James Taylor, a commissioner of the State of Mississippi in New York, and notary public for the State of New York, appointed to take the deposition of Philip W. Kopper, a witness for the complainants in said cause, do hereby certify that I caused to come before me the said Philip W. Kopper, at New York city, in the State aforesaid, and he being by me first duly cautioned, sworn, and examined to speak the truth, the whole, and nothing but the truth, in answer to said interrogatories and cross-interrogatories, did give the foregoing deposition; that the answer of the said Phillip W. Kopper were by me reduced to writing in the presence of said witness, and by me carefully read to and thoroughly understood by said witness as his deposition in said cause; that he signed the same as his deposition in my presence; that the questions propounded to said witness, and to which he has answered, are the direct and cross-interrogatories accompanying said commission; that the deposition has in no manner been changed or altered since the same was subscribed by said witness, but that the same has remained in my possession up to the time of sealing and delivering the same to the post office, directed to the clerk of said court.

496 In witness whereof, I have hereunto set my hand and affixed my seal, this 2d day of November, A. D. 1882.

[SEAL.] JAMES TAYLOR,
Notary Public, New York, and Commissioner for Mississippi in New York, 305 Broadway.

And on said 8th day of November, 1882, the deposition of J. H. Maddox in said cause was filed in the office of the clerk of said court, and is in the words and figures following, to wit:

497 *Interrogatories for J. H. Maddox, a Witness for Complainants in above-entitled Cause.*

United States Circuit Court, Southern District of Mississippi.

JAS. H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

1st. Where do you reside, and what is your vocation? What was your business in the year- 1880 and 1881?

2. If in the month of December, 1880, you were in New Orleans and called on Stewart Bros. & Co., at their office, please state the object of your visit, who you saw, and all that passed between you and such person, giving the date as near as you can.

3. Did Stewart Bros. & Co. know that Broughton, agent, was indebted to Dunham, Buckley & Co. at that time? State the amount of the debt, and whether or not Stewart Bros. & Co. knew of the amount, or about what it was.

498 4. If Stewart Bros. & Co. or any one in their office told you anything of the financial condition of J. W. Broughton, agent, please state who it was, and what was said. If anything was said about the amount of cotton shipped by said Broughton, agent, to Stewart Bros. & Co., state all that was said about it. If it was stated, give the number of bales usually shipped each year, and the number that had been shipped that season.

5. If, after the above interview, you went to see J. W. Broughton, agent, state where you saw him, for what purpose, and what conversation you had with him, if any, fully and particularly.

6. If said Broughton, agent, told you anything about the amount of the indebtedness of the concern, and to whom it was due, please state what he said, giving names of parties, amounts, &c. If he said or did anything in relation to the amount and value of the stock of goods on hand in the store, please state what he said and did.

499 7. About what would you estimate the value of the stock? Of what did it consist, and what was its general appe-rance?

8. After the interview with Stewart Bros. & Co. and said J. W. Broughton, agent, what did you do, if anything, in reference to the business, and where did you go?

9. Do you know anything about a visit by Philip W. Kopper to Rodney and New Orleans after you went there? If so, state when he went, in whose interest, and for what purpose.

10. After the return of Mr. Kopper to New York did you have any interview with him? State whether or not you knew that he had seen Broughton and Stewart Bros. & Co. in reference to the business above enquired about.

11. If, after that time, Dunham, Buckley & Co. sold Broughton *Broughton* further and extended the time of payment of any past-due indebtedness, please state what was done, giving the amounts and dates.

500 12. At the interview above mentioned did Stewart Bros. & Co., or any one for them, say to you or give you to understand that they had a debt against said Broughton, agent, of some $30,000, or anything like that amount? If the statement or representations of Stewart Bros. & Co. had any influence on Dunham, Buckley & Co. in their dealings with said J. W. Broughton, agent, please state what it was. What would have been done by Dunham, Buckley & Co. in reference to the business if they had known that the indebtedness of Stewart Brothers & Co., as claimed against said Broughton, agent, amounted to, say one-half of $30,000?

13. When did you first learn that Stewart Bros. & Co. claimed that Broughton, agent, owed them between $30,000 and $35,000? When did Dunham, Buckley & Co. first learn it, and what did they do, if anything, in reference to their claim?

14. After the interviews had by Mr. Kopper and yourself with Mr. Broughton and Stewart Bros. & Co., prior to the time when
501 Broughton sold out to the latter, for about $34,000, did Dunham, Buckley & Co. receive any notification of the large amount claimed by Stewart Bros. & Co., to be due them by said Broughton, agent? If any notice or intimation was given by either of said parties to Dunham, Buckley & Co., of any change in the condition of affairs, as between said parties, prior to the time said Broughton, agent, sold out to Stewart Bros. & Co., please state what and when it was.

15. State anything further you may know of benefit to either party.

L. BRAME,
T. L. MELLEN,
NUGENT & McWILLIE,
Sol's for Complainants.

Waiving notice, commission, and all formalities, it is agreed that the deposition of the above-named witness in the case stated may be taken on the foregoing direct and such cross-interrogatories as may be appended. Deposition to be read in evidence, subject only to objections for incompetency and irrelevancy.

Oct. 20, 1882.

L. BRAME,
For Compl'ts.
CLAUDE PINTARD,
For Def'ts.

502 *Cross-Interrogatories.*

1st. If in answer to int. 7 you give any estimate of the value of the stock of Broughton, ag't, please state how you arrived at that value; did you make an examination of the stock with reference to estimating the value thereof; and, if so, how did you make that examination?

2. If in answer to int. 10 you state that you know that Philip W. Kopper had seen Broughton & Stewart Bros. & Co., state how

you know of this; do you know it of your own knowledge, or did you get the information from Philip W. Kopper?

3. In your interview with Stewart Bros. & Co., or any one representing them, did you make any inquiries of them as to the amount due the said firm of Stewart Bros. & Co. by J. W. Broughton, ag't; if so, what amount was given as due?

4. How do you know that Dunham, Buckley & Co., were influenced by anything said by Stewart Bros. & Co.?

503 5. How do you know what would have been done by Dunham, Buckley & Co., in reference to the business, if they had known that the indebtedness of Stewart Bros. & Co., as claimed against said Broughton, agent, amounted to say one half of $30,000?

CLAUDE PINTARD,
T. C. CATCHINGS,
Solicitors for Defendants.

STATE OF NEW YORK, }
City and County of New York, } *ss:*

United States Circuit Court, Southern District of Mississippi.

JAMES H. DUNHAM *et al.* }
vs. } 322.
J. W. BROUGHTON *et al.* }

Be it remembered that, on this second day of November, A. D. 1882, by virtue and in pursuance of a stipulation or argument between counsel herein to take the deposition of J. H. Maddox,

504 of the city of New York aforesaid, a witness for complainants in a certain case pending in the United States circuit court, southern district of Mississippi, wherein James H. Dunham *et al.* are complainants and J. W. Broughton *et al.* are defendants, on the interrogatories and cross-interrogatories annexed to and accompanying said stipulation, I caused the said J. H. Maddox, a person of sound mind and upwards of twenty-one years of age, to come before me at my office, No. 305 Broadway, in the city of New York and State of New York aforesaid, and the said J. H. Maddox, being by me first duly cautioned and sworn to speak the truth, the whole truth, and nothing but the truth, in answer to said interrogatories and cross-interrogatories, did depose and say:

Int. 1st.

Answer. In answer to first interrogatory witness says: I reside in New York city; I am a salesman for Dunham, Buckley & Co., dry goods dealers; I was in same place and business in 1880 & 1881.

2d Int.

Answer. In answer to second interrogatory, witness says:

505 I was there to enquire from Stewart Bros. & Co. in regard to a note made by J. W. Broughton, payable to Dunham, Buckley & Co., which had been protested for non-payment. I saw, I think, Mr. Hugh Brown. I enquired for the firm, and they referred me to this man, Mr. Brown. I enquired of him if he could tell me why the note was allowed to be protested. He told me it was be-

cause he hadn't any funds on hand at that time; that the shipment of cotton had been very light on account of the very bad weather throughout the country at that time; usually at that time they had a large quantity of cotton, but that the condition of the roads was such they could not haul it to town. I asked him if he thought the note could be met soon. He said he thought it could in the course of the next 30 days; that he thought Mr. Broughton solvent, and that he owed them, Stewart Bros. & Co., five thousand dollars; that he thought him perfectly good and responsible for any transactions he might make. This conversation took place in New Orleans about first of December, 1880.

3rd Int.

506 Answer. In answer to third interrogatory witness says: They did not know of such indebtedness—why this note to Dunham, Buckley & Co. was made payable at their office. J. W. Broughton, agent, was indebted to Dunham, Buckley & Co. to the amount of about $10,000.00 at this time. I stated, at this conversation with Mr. Brown, what the indebtedness was to Dunham, Buckley & Co.

4th Int.

Answer. In answer to fourth interrogatory witness says: This same party, in the office of Stewart Bros. & Co., stated that he was perfectly responsible for any transactions he might make, but did not mention any figures. I asked him why Stewart Brothers & Co. did not advance the money to pay this note; he said they would, but money was rather scarce at that time, and he advised me to hold the note for 30 days and it would surely be paid within that time. He said that Broughton usually shipped up to time about two or three thousand bales to Stewart Bros. & Co., but owing to heavy rains and bad roads that had continued there for about three months that he had not shipped one-half of it.

507 5th Int.

Answer. In answer to fifth interrogatory witness says: About ten days afterwards I went to see J. W. Broughton at his store in Rodney in regard to the protested note, above referred to, for about $2,900.00. I told him I had been to see Stewart Bros. & Co. at New Orleans, Louisiana, in regard to the note which they had let go to protest. Broughton stated that "he was surprised at that, because he, Broughton, had enough cotton shipped to them to satisfy the amount of the note." He told me that he would write to them immediately and order them to pay the amount of the note, and also requested me to write Dunham, Buckley & Co. to send the note out to Stewart Bros. & Co., that it "would positively be paid when sent out again to Stewart Bros. & Co. Broughton then went on to tell me that he did not owe Stewart Bros. & Co. $5,000; that the reason he had not sent as much cotton as usual to Stewart Bros. & Co. was on account of the great amount of rain that fell, the condition of the roads being such that they could not haul it to town.

6th Int.

508 Answer. In answer to sixth interrogatory witness says:

Mr. Broughton said he owed, all told, about $17,000 to the following parties:

Dunham, Buckley & Co.	$10,000
Edwin Bates & Co. about	3,000
Woodruff, Morris & Co. about	1,200
Katz & Barnett about	1,500

And some little small outside debts of no account. He took me up stairs in his store to show me his stock, which was large and consisted of dry goods, clothings, hats, caps, and boots and shoes. He said there was stock to the amount of $35,000 in the store, twice as much as J. W. Broughton, agent, owed. That he was sure to pay the first two notes due Dunham, Buckley & Co. in the next 60 days, and ordered them sent to Stewart Bros. & Co.

7th Int.

Answer. In answer to seventh interrogatory witness says: I went through the store, and made it my business to go through the store and get an idea of what stock was there. I estimated the stock as worth at least 35 to $40,000. The stock was not broken; many goods in cases not opened.

509 8th Int.

Answer. In answer to eighth interrogatory witness says: I continued on my trip up through the State. I went from there to Vicksburg. I wrote to Dunham, Buckley & Co. as to my enquiries and for them, and to send the note back to Stewart Bros. & Co. as Mr. Broughton had requested.

9th Int.

Answer. In answer to ninth interrogatory witness says: Mr. Kopper went out to Corinth, Mississippi, to see about a claim for Dunham, Buckley & Co.; while out there he was telegraphed to go to Rodney, he being out in Mississippi, to see Broughton about their claim; that was in the month of February, 1881.

10th Int.

Answer. In answer to tenth interrogatory witness says: I had an interview with Mr. Kopper after his return from New York; he said he had seen Broughton and Stewart Bros. & Co., and that he considered Broughton, ag't, all right, and that he believed that the condition of the weather and roads prevented him from get-

510 ting the cotton and so meeting the indebtedness, but he considered him all right and perfectly honest, and fully corroborated Broughton's statement to me of his indebtedness.

11th Int.

Answer. In answer to eleventh interrogatory witness says: In April, 1881, Broughton sent an order by mail for about $600 worth of domestic goods, which he said he needed to sort up his stock with, but that if Dunham, Buckley & Co., on account of his owing them so much, did not feel like filling the order he would not feel hard over it. The order was filled on Mr. Kopper's recommendation after his return home, some time in April, 1881.

12th Int.

Answer. In answer to twelfth interrogatory witness says: Stewart Bros. & Co. did not in any manner or way give me to understand that J. W. Broughton, ag't, owed them $30,000 or anything like that amount. Dunham, Buckley & Co. relied to a great extent upon the statements of Stewart Bros. & Co. as corroborating Broughton; and if it had not been for such statements they would not have
511 given him any extension or any additional credit whatever, nor would they if they had known he owed Stewart Bros. & Co. one-half of $30,000, but would have proceeded immediately to enforce payment of the amount he owed them.

13th Int.

Answer. In answer to thirteenth interrogatory witness says: It was about 1st of July, 1881, after the failure of J. W. Broughton, ag't, when I went to Jackson to attend to this claim; I employed Judge Brame, of Jackson, Miss.; he went to Rodney to investigate the matter, and he found they had disposed of their stock to Stewart Bros. & Co., when he immediately commenced suit.

14th Int.

Answer. In answer to fourteenth interrogatory witness says: Dunham, Buckley & Co. had no such intimation or notification whatever from any or either of said parties in any manner, shape, or form.

15th Int.

Answer. In answer to fifteenth interrogatory witness says: I know of nothing further to add of benefit to either party.

512 Cross-interrogatories on behalf of defendants:

1st X Int.

Answer. In answer to first cross-interrogatory witness says: I used my judgment in connection with my experience and knowledge of such goods; I made a superficial examination of such stock at Broughton's solicitation; I went through the stock for the purpose of estimating the value thereof.

2nd X Int.

Answer. In answer to second cross-interrogatory witness says: I got the information from Mr. Philp W. Kopper.

3rd X Int.

Answer. In answer to third cross-interrogatory witness says: Mr. Brown, whom I saw representing Stewart Bros. & Co., told me in their office in New Orleans that Broughton, ag't, did not owe them over $5,000, and that he was good for more than twice that amount.

4th X Int.

Answer. In answer to fourth cross-interrogatory witness
513 says: Because I wrote them, reporting what Stewart Bros. & Co. had said to me, and they afterwards told me they were satisfied with the representations of Stewart Bros. & Co.

5th X Int.

Answer. In answer to fifth cross-interrogatory witness says: From my long connection and intimacy with their way of doing business, having managed and had charge of past-due claims for them.

J. H. MADDOX.

Taken, subscribed, and sworn to before me, this 2nd day of November, 1882.

JAMES TAYLOR,
Notary Public & Commissioner.

STATE OF NEW YORK, }
City and County of New York, } *ss:*

I, James Taylor, a commissioner of the State of Mississippi in New York and notary public for the State of New York, appointed to take the testimony of J. H. Maddox, a witness for the complainants in said cause, do hereby certify that I caused to come before me the said J. H. Maddox, at New York city, in the State aforesaid, and he being by me first duly cautioned, sworn, and
514 examined to speak the truth, the whole truth, and nothing but the truth, in answer to said interrogatories and cross-interrogatories, did give the foregoing deposition; that the answers of the said J. H. Maddox were by me reduced to writing in the presence of said witness, and by me carefully read to and thoroughly understood by said witness as his deposition in said cause; that he signed the same as his deposition in my presence, and to which he has answered, are the direct and cross-interrogatories accompanying said commission; that the deposition has in no manner been changed or altered since the same was subscribed by said witness, but that the same has remained in my possession up to the time of sealing and delivering the same to the post office directed to the clerk of said court.

In witness whereof, I have hereunto set my hand and affixed my seal, this 2nd day of November, A. D. 1882.

[SEAL.] JAMES TAYLOR,
Commissioner for the State of Mississippi in New York,
Notary Public, N. Y.

515 And on said 8th day of November, 1882, the depositions of H. W. Brown, Andrew Stewart, and Sigmond Katz in said cause were filed in the office of the clerk of said court, and are in the words and figures following, to wit:

516 In the Circuit Court of the U. S. for the Southern District of Mississippi.

JAS. H. DUNHAM *et al. vs.* J. W. BROUGHTON *et al.*

Depositions taken, by consent of parties, before K. Loew, a U. S. commissioner for said district, at his office in the custom-house building, this 29th September, 1882.

Present: L. Brame, Esqr., for complainants; C. Pintard, Esq., for defendants.

HUGH W. BROWN, being duly sworn and examined in behalf of defendants, deposes & says: I am a broker. In 1874 I resided at New Orleans, and was cashier and book-keeper for Stewart Bros. & Co. J. W. Broughton, of Rodney, Miss., began doing business with

said Steward Bros. & Co., in the name of John W. Broughton, agent, about 1st Sept., 1874. He continued doing business with said firm until about 13th June, 1881, when he sold out to said Stewart Bros. & Co. to settle his indebtedness to them, amounting to $30,000, or more. About the spring, 1881, I went to Rodney. Being
517 shown the bill of sale, contained in the record before him, he says: I recognize the same as correct; this bill of sale shows the transfer to have been made June 13, 1881.

Q. Was or not at that time and date the stock of goods, notes, and accounts of J. W. Broughton, agent, delivered to you as the agent of Stewart Bros. & Co.?

A. Yes; I had their full power of att'y, & the stock of goods, &c., was delivered to me at that time.

Q. Was or not that transfer made in full satisfaction of the indebtedness of J. W. Broughton, agent, to Stewart Bros. & Co.?

A. Yes, sir; it was.

Q. Do you know, Mr. Brown, what that indebtedness was at that time?

A. $30,000 & over.

Q. Do you know how much J. W. Broughton, *J. W. Broughton*, agent, owed Stewart Bro-. & Co. on the 19th Feb'y, 1881?

518 A. About $32,000, with some cotton on hand unsold, but that cotton would not have reduced the indebtedness below $25,000.

Q. Is the account in the record marked Exhibit No. 1 a correct copy from the books of Stewart Bros. & Co.?

A. If this is a correct copy of the original on file with the papers it is a correct copy of the ac. of Stewart Bros. & Co.

Q. Did or not Stewart Bros. & Co. keep correct books, and did they ever make any charge in their books against parties that were not correct?

A. They did keep correct books, and made no wrong charges.

Q. When Broughton delivered to you the stock of goods, did he make an- reservations in the transfer, and what position did he occupy afterwards in the store?

A. He made no reservations, and he became a clerk in the store. I placed Claude J. Pintard in charge of the store.

519 Q. Do you know anything about James A. Miller or P. W. Copper going to the store of Stewart Bros. & Co. and have- a conversation with Mr. Stewart in relation to the business of Broughton, agent?

A. I know there was a gentleman, whose name I don't semember, that came there one day and, if I remember right, had a conversation with me first, & then I introduced him to Mr. Stewart.

Q. In that conversation did you state to the gentleman anything about the indebtedness from Broughton, agent, to Stewart Bros. & Co.?

A. I did not state any amount; neither did I hear Mr. Stewart state any amount.

Q. Was or not the sale and transfer of the stock of goods, ac's, &c., notes, &c., by J. W. Broughton, agent, to Stewart Bros. & Co., on 13th June, 1881, a *bona fide* transaction, made in good faith, to pay

the indebtedness from Jno. W. Broughton, agent, to Stewart Bros. & Co.?

A. It was.

Objected to, as leading and incompetent.

520 Q. Was or not the amount claimed by Stewart Bros. & Co. at that date as due from J. W. Broughton, agent, to Stewart Bros. & Co. the just and true acc't and *bona fide* — due from said Broughton, agent, to Stewart Bros. & Co.?

A. Yes.

Objected to as leading and incompetent.

Q. Are you a relation of J. W. Broughton and, if so, what?

A. I am his cousin.

Q. Do you know who J. W. Broughton was acting as agent for?

A. No; I do not. I do not know that he was acting for any one.

Cross-examined by L. BRAME, Esq., solicitor for complainants:

Q. Who did you understand was interested with Broughton in business?

A. No one.

521 Q. Did you ever hear him say who he was agent for?

A. No, sir; he signed his name as agent, as there was some debts against him from the old firm of Broughton & Conkling or Broughton Bros. & Co.

Q. Some time before Broughton sold out to Stewart Bros. & Co., what was the business arrangement he told you he had made with J. S. Vaughan?

A. Vaughan was receiving a salary, & the inducement of this salary was the buying of goods from Broughton, altho' he gave his services as any other clerk, his salary was larger on that account.

Q. Did you ever have any conversation with Stewart Bros. & Co. prior to the time Broughton sold out to them as to who he was agent for?

A. Not that I remember. I have already stated above why he signed "agent."

Q. Were you the confidential clerk of Stewart Bros. & Co.?

A. I was.

522 Q. You very frequently had charge of the business in New Orleans in the absence of Mr. Stewart?

A. I did.

Q. Mr. Andrew Stewart was the only member of his firm who stayed in New Orleans or gave personal attention to the business there, was it not?

A. Yes, sir.

Q. What do you know about the payment of the draft or note by Stewart Bros. & Co. to Wickham & Pendleton, which was endorsed by Mrs. Noland? State all you know about it.

A. My recollection was that it was to be paid by Stewart Bros. & Co., as the account of Mrs. Noland to Broughton had been transfer-ed to Stewart Bros. & Co. amongst the other assets or accounts. Broughton stated to me that Mrs. Noland's endorsement was given on this note or draft, as she owed him very nearly the same amount.

Q. What was the date of that note and endorsement of Mrs. Noland's?

523 A. I do dot know whether it was before or after the trust deed was given by Broughton.

Q. Did Mrs. Noland pay the acct. to Stewart Bros. & Co.; what amount, and when?

A. I know nothing about it, as I left Stewart Bros. & Co. on 1st July, 1881.

HUGH W. BROWN.

Sworn to and subscribed before me, this 29 Sept., 1882.

K. LOEW,
U. S. Comm'r.

ANDREW STEWART, being duly sworn and examined for the defendant, says:

Q. Where were you residing and doing business in 1874?

A. In New Orleans, & engaged in the cotton factorage business, and am still so engaged.

Q. Are you acquainted with Jno. W. Broughton?

A. Yes, sir; have known him since 1874.

Q. Did he or not commence doing business with you in 1874?

524 A. Yes, sir; in Sept., 1874.

Q. How long did he continue business with you?

A. Until June, 1881.

Q. What kind of business was he doing with you?

A. He shipped us cotton. We purchased some things for him; furnished him money to buy cotton, and paid his drafts.

Q. When you state you furnished him money to buy cotton with, state for whose account that was?

A. For his own account.

Q. Under what name and style did he transact business with you?

A. Jno. W. Broughton, ag't.

Q. Do you know who he was agent for?

A. I don't know; I have an impression that he was agent for Mrs. Noland.

525 Q. Did he tell that he was agent for Mrs. Noland?

A. No; not that I recollect.

Q. Did Mrs. Noland ever tell you that Broughton was her agent?

A. No.

Q. Whereabouts did Mr. Broughton carry on his business?

A. At Rodney, Miss.

Q. State what amount was due by J. W. Broughton, agent, to your firm, if you know, on 19th Feb'y, 1881, or thereabouts?

A. I approximate about $30,000.

Q. Was that a *bona fide* debt due by J. W. Broughton, agent, to your firm?

A. It was.

How much, if any, was due to your firm by Broughton, agent, on the 26th May, 1881?

526 A. About $34,000.

Q. At that time did you take any steps to secure that amount; and, if so, what?

A. We took a deed of trust and stock of goods and book account.

Q. What transpired subsequent to that?

A. We were advised and Broughton proposed to sell out to us, and we purchased his stock of goods, book acc'ts, and notes.

Q. Do you recollect about what time this purchase was made?

A. In June, '81.

Q. Who represented you in that transaction with Broughton?

A. Hugh W. Brown; he held our full power of att'y.

Q. Who was then placed in the store at Rodney, Miss.?

A. Claude J. Pintard was placed in principal charge of that store.

527 Q. Did Mr. J. W. Broughton remain at the store after this sale and transfer transaction; and, if so, how long and in what capacity?

A. Yes; he remained in the store about 8 months, I think—am not certain—as an assistant clerk. We paid him wages $75 a month.

Q. Did J. W. Broughton, or any one else, after the 13th June, '81, after sale and transfer, have any interest, either direct or indirect, except your firm, in the store, notes, or acc'ts?

A. No, sir.

Q. What was the consideration for this sale and transfer of this stock of goods, notes, and acc'ts?

A. His indebtedness to us.

Q. How much was that indebtedness at that time?

A. About $34,000.

Q. Was that sale and transfer in full settlement and satisfaction of his indebtedness to the firm of Stewart Bros. & Co.?

528 A. It was taken in full satisfaction of Broughton's debt to us.

Q. What was the nominal value of the stock of goods, notes, and book accounts turned over to you by J. W. Broughton by that sale and transfer?

A. Its nominal value was about $30,000.

Q. What was its actual value, to the best of your knowledge?

A. We have now undisposed of some $21,000 of these assets, and we would be willing to take $7,000 for them.

Q. Is there any possibility of your ever realizing out of the assets turned over to you by Broughton the full am't of your debt; if not, what about do you estimate will be your loss?

A. About $18,000 or $19,000.

Q. Look at Exhibit One, and State whether it is a correct copy of your books.

A. Yes, sir; it is correct, if the copy is a correct copy of the
529 original filed with the answer.

Q. Was that an amount justly due by J. W. Broughton, agent, to your firm at that time?

A. It was.

Q. How much was due by J. W. Broughton, ag't, to your firm on 19th Feb'y, '81?

A. About $30,000.

Q. Are you acquainted with Jas. A. Miller, who represented the firm of Ed. Bates & Co., of New York?

A. I believe I met a gentleman of that name in our cotton room.

Q. Did you have any conversation with him about that time in relation to the business of J. W. Broughton, agent; &, if so, please state what that conversation was, as well as you recollect?

A. Miller had stated he was just from Rodney, & we talked
530 about Broughton's condition of stock of goods, & the reason why he was behind in his payments.

I believe Miller stated that Broughton was behind because the roads were bad—crops had not arrived.

Q. Did you state to Miller in that conversation that Jno. W. Broughton did not owe you at that time over $5,000?

A. No.

Q. Did you specify any amount to Miller as owing by Broughton to you?

A. No.

Q. Did you, in that conversation, say anything to Miller that would lead Miller to believe that Broughton did not owe you over $5,000?

A. No, sir.

Q. Did you agree with Miller then that you would then, or at any future time, settle the indebtedness of Broughton, ag't, to Ed. Bates & Co., or any part thereof?

531 A. I made no promise of that sort.

Q. Did you in that conversation say anything to said Miller in reference of assuming the liabilities of Broughton, agent, to E. Bates & Co., that could by any possibility have induced said Miller, as agent for said Bates & Co., to sell to Broughton, agent, further goods?

A. It was not my intention, and I don't believe that I did do it; I don't remember the words; I don't know how Miller might construe it.

Q. What time was this conversation with Miller?

A. About 1st Feb'y, 1881.

Q. Did you ever have any conversation at any time with Philip W. Kopper, agent for Dunham, Buckley & Co., of New York? Please state what that conversation was.

A. I have no recollection & don't know the gentleman at all.

Q. What is your custom as a commission merchant in re-
532 gard to cotton shipped to your house; do you credit the party as soon as the cotton is received on an estimated value or do you credit them after the cotton is sold?

A. After the cotton is sold & bill [of] sales rendered, we credit the

party with the nett proceeds. We never credit a man's acc't with the estimated value of the cotton.

Q. Are you not the only member of the firm representing your house here in New Orleans?

A. Yes, sir; none but myself, and no other member of the firm had business transactions with Broughton, agent.

Q. When J. W. Broughton, agent, commenced business with you, did you know anything about his pecuniary condition?

A. He had some money.

Q. How much; can you say?

A. About $3,000.

By the COMM'R: (The witness makes this statement after examining his answer filed in the case.)

533 Q. The amount of the two notes executed on the day of deed of trust, say 26 May, 1881, represented the true amount of the debt due by J. W. Broughton, ag't, to your firm, was it not, and was said deed of trust not given in good faith to secure that amount?

A. Yes, sir; it was, and the notes represented the debts due us.

Cross-examined by Mr. BRAME:

Q. How much did Broughton you or your firm, say about 5 Feb'y, 1881?

A. About $30,000; I can give you the exact figures on the 3rd Feb'y. On 3rd Feb'y he owed us $34,636.25. We had then 125 bales cotton on hand to his credit.

Q. After that time until Broughton sold out to you, how many bales of cotton did he ship to you?

A. I don't recollect; the statement furnished will show.

Q. Can you state the amount by looking at the acc't filed by you in this case?

534 A. Witness examines the acc't and says: I find that he shipped us 196 bales cotton, I believe.

Q. Was that in addition to the 125 bales you say you had on hand?

A. Yes, sir.

Q. During that time, from 3rd Feb'y until Broughton sold out to you, how much did you receive from him, by drafts or otherwise, in addition to the cotton?

A. $3,069.52.

Q. Do you remember having any conversation at your office in Dec'r, 1880, with J. H. Maddox as to their note against Broughton, agent, which had been made payable at your office and which was not paid, & as to Broughton's financial condition with Maddox as the agent or representative of Durham, Buckley & Co.?

A. I don't know of anybody of that name; I have no recollection of that name.

535 Do you not remember that about that time a representative of Dunham, Buckley & Co. called on you and had a conversation with you in reference to their claim against Broughton of about $9,000, and as to Broughton's financial condition? If you re-

member a conversation with the representative of Dunham, Buckley & Co. at that time, or about that time, in reference to the matters enquired above, please state the same fully and particularly.

A. I have no recollection of having had a conversation with any such representative.

Q. Do you remember having a conversation with Philip W. Kopper, representative of Dunham, Buckley & Co., about 19th Feb'y, 1881, in reference to their debt against Broughton, and the financial condition of said Broughton? If you do, please state what passed between you fully and particularly.

A. I have no recollection of the man, and of having any conversation with him on that subject.

Q. Hugh W. Brown was your confidential clerk, was he not?

536 A. Yes, sir.

Q. How long was he in you- employ, or in the employ of Stewart Bros. & Co.?

A. To the best of my recollection, about 8 years—8 or 9 years.

Q. Was there not a great degree of intimacy between Brown and Broughton?

Objected to, as irrelevant.

A. They were cousins, and I believe friendly; as far as intimacy is concerned, they could not be very intimate, because they did not meet often—they were very good friends.

Q. When did Brown go and leave your firm, and what was the cause of it?

Objected to, as irrelevant.

A. He left either in July or August, 1881. He left because he found a place where he thought he could do better as a partner in the house.

537 Q. Did you not complain to Brown, and of him, in reference to the account of Broughton; did you not leave this business of Broughton almost exclusively to Brown during the time Broughton was dealing with you; and did not the matter of this acc't have something to do with Brown's leaving your employ?

Objected to, as irrelevant.

A. I felt that it might have been better managed; I left the business of Broughton almost exclusively to Brown; I can't say that the acc't had any— to do with the leaving of brown.

Q. Were you not very much displeased with the management of this business of Broughton by Brown?

A. I believe that Brown done what he thought was the interest of the house, but I think he was deceived in Broughton.

Q. This answer is not entirely responsive. If you have any further answer to the above question please make it.

A. I don't see what further answer I can make.

538 Q. Do you know or did you ever hear who was interested with Broughton, agent, in business?

A. I didn't know of any one that was interested with him; I am

under the impression that he was agent for his mother-in-law; heard this from outside parties.

Q. How did you hear that Broughton was agent for his mother-in-law?

A. Have no recollection about it.

Q. When you went to Rodney and took the trust deed, May 26, '81, did Broughton tell you or your attorney how he was carrying on business, and whether or not he was agent for any one?

A. No; he didn't tell me; I remember asking him the question, but he didn't answer.

Q. Was Pintard, Sen'r, present?

A. I don't recollect, but believe he was.

Q. Do you know anything about Mrs. Noland's having en-
539 dorsed for a debt of Wickham & Pendleton? If so, please state what you know about it, when the debt was paid, the endorsements were made, and all particulars.

A. I heard Mrs. Noland had endorsed the note for Broughton; I don't recollect the amount just now; the note was paid at maturity.

Q. Who paid it; what was the date of the note?

A. I believe we paid it; don't recollect the date of the note.

Q. Has Mrs. Noland paid anything to you on ac. of an indebtedness of hers to Broughton which he transferred to you? If so, state the date & amount?

A. I would have to refer to the Rodney books to answer the question.

Q. Where are these books?

A. At our office.

Q. Will you allow counsel for complainants in this case to
540 examine those books? I refer to the books of every description in your possession which will aid the business at Rodney, both before and after the sale from Broughton to Stewart Bros. & Co.

A. I have no objection to the examination of the books by counsel.

Q. Have you any objection to counsel fnr complainants to examine the books of Stewart Bros. & Co., so far as they relate to the business of J. W. Broughton, agent, both before and after the sale; also the correspondence in the possession of Stewart Bros. & Co?

A. I have no objection to the examination.

Examination adjourned to Saturday, 30 Sept., '82, at 9 a. m.

SEPT. 30, 1882.

Cross-examination of AND'W STEWART resumed:

Q. For the last several years that Broughton did business with Stewart Bros. & Co, what was the average number of bales
241 of cotton shipped them by him?

A. Average about 1,000 bales.

Q. About the month of November, 1880, in the city of New Orleans, did you have any conversation with Mr. Katz, of the firm of

Katz & Barnett, of New Orleans, in reference to the financial condition of J. W. Broughton; and did you not say to Mr. Katz that Mr. Broughton was all right, and that his business was in a good condition?

A. I don't recollect what I may have had. I may have told him that Broughton's business was in good condition, because at that time I believed that his assets were larger than his liabilities.

Q. Did you not know at that time that Katz & Barnett were creditors of Broughton and were selling him goods?

A. I have no recollection of that.

Re-examined by C. PINTARD, Esq'r:

Q. You state in your cross-examination that after the 3rd
542 Feb'y, 1881, you received 196 bales cotton from J. W. Broughton, agent, and also $3,059.52 in drafts & money. Was not these amounts drawn against by Broughton, agent, & paid by you after that time and before Broughton sold out to you, to an amount equal to the value of the credits of cotton and money paid by him, and was your account with him increased or diminished after that time by the payment of said cotton & money?

A. It was drawn against and paid by us; our account was increased by it.

Q. From whom did you hear that Broughton was the agent of Mrs. Noland; did you hear it from Broughton or Mrs. Noland?

A. I don't recollect from whom I heard it; I did not hear it either from Broughton or Mrs. Noland.

Q. From your knowled-e of Broughton-, agent's, business, what was your idea of his financial condition about Jan'y & Feb'y, 1881, and his ability to meet his liabilities?

543 A. I believe, from all the information I could get, that his assets were more than his liabilities.

ANDREW STEWART.

Sworn to & subscribed before me, this 30th Sept'r, 1882.

K. LOEW,
Comm'r U. S. C. Court, East. Dist. of La.

SIGMOND KATZ, sworn & examined for complainants, deposes & says:

Q. Where do you reside; what is your business?

A. I reside in N. Orl's; am in the wholesale business; I am the senior of the firm of Katz & Barnett.

Q. Do you know Andrew Stewart, of the firm of Stewart Bros. & Co.? If so, state whether or not about the month of November, 1880, you had any conversation with him in reference to the financial condition of John W. Broughton, agent, at Rodney, Miss.

A. I know Mr. Stewart; Mr. Broughton, owed us at the time nearly $2,000, long past due; I saw Mr. Stewart and asked him
544 if he would accept a sight or time draft of Broughton, to which he replied that shipments of cotton were only com-

mencing now, and he had no doubt that Broughton would pay shortly. I told Stewart that he owed us for a very long time, and he asked me then how much Broughton owed us; I told him nearly $2,000, and he expressed a surprise that he owed that much, saying that he didn't think Broughton would owe more than a few hundred dollars; I asked Mr. Stewart then, do you think Broughton is all right, & he replied, certainly, he is & you will get your money.

Q. When you say that Mr. Stewart expressed his surprise & didn't think Broughton owed over a few hundred dollars, whom was he referring?

A. He refer-ed to a house here, Simon & Cohn, & didn't think he owed us anything or so large an amount.

Q. At that conversation or at any other time, were you aware that Broughton owed to Stewart Bros. & Co. between $20 & $30,000.

545 Q. Or anything like that amount?

A. No, sir.

Q. If your house sold to Broughton any goods after that, state the date and amount, and whether or not the same has been paid or any part thereof.

A. Our house sold to J. W. Broughton, agent, on March 18, 1881, a bill of goods am't'g to $853.97, which remains unpaid.

Q. Prior to the sale of Broughton to Stewart Bros. & Co. of all his stock, &c., were you ever informed of the amount claimed to be due by Broughton to Stewart Bros. & Co., namely, about $30,000 or $34,000?

A. I was never informed and had no idea that Broughton owed them so large an amount or anything like it.

Q. Where was your place of business, and state whether or not you saw Mr. Stewart frequently? I mean during the time enquired about above.

546 A. Our place of business at that time was 86 Canal street. I went to Mr. Stewart's office one time especially on that business, and met him frequently on the street.

Q. If you had been informed that Stewart Bros. & Co. had a claim ag'st Broughton for $25 or $30,000, or anything like that amount, what would have been your conduct in reference to selling Broughton this last bill of goods?

A. I would not have sold them.

Q. Why?

A. Because, on the face of it, it would have been a glaring fact of his inability to pay us. It would have shown in the out-set that he was insolvent.

Cross-examined by Mr. PINTARD:

Q. How do you know that Stewart referred to Simon & Cahn when he stated to you he did not think Broughton owed more than a few hundred dollars? Was the name of Simon & Cahn mentioned, and by whom, and how did it come to be mentioned?

547 A. Mr. Stewart expressed a surprise that Broughton owed us so much money, and he was of the opinion that he owed

only a few hundred dollars, and particularly mentioned the firm of Simon & Cahn.

Q. Did Mr. Stewart tell you at that conversation, or at any other time, how much Broughton, agent, owed his firm?

A. He did not.

Q. Did Mr. Stewart at that time promise to pay you what Broughton owed your firm?

A. No, sir.

Q. Was the debt due you by Broughton, of $2,000, in Nov'ber, 1880, paid you; if so, by whom & in what manner?

A. It was paid. First our travelling agent collected $1,200 by a draft — Vaughan on Graham, Black & Co., to the best of my recollection. I don't recollect how the balance was collected.

548 Q. Was the bill of goods sold Broughton, agent, by your house on 18 M'ch, '81, sold upon any statement made by Mr. Stewart, or was it not because Broughton had paid you up in full all prior indebtedness?

A. We made no inquiries of Mr. Stewart at the time we sold the goods. We sold him the goods reluctantly, but as he had paid up his prior debt, we sold him again.

Q. If Mr. Broughton had not paid you up his bill in full of Nov'ber, 1880, would you have sold him the bill of 18 March, 1881, notwithstanding what Mr. Stewart had told you in regard to Broughton's financial condition in Nov'ber previous?

A. No; I wouldn't.

Re-examined:

Q. You are asked above if you sold this last bill on 18 March, 1881, upon the faith of any statement made by Mr. Stewart; now state whether you extended the credit upon the faith of any

549 statement or understanding that Broughton owed to Stewart Bros. & Co. in neighborhood of $30,000?

A. Had I known that he owed such large amount to Stewart Bros. & Co., I should certainly have refused to sell him.

SIGMOND KATZ.

Sworn to & subscribed before me, this 30 Sept., 1882.

K. LOEW,
Comm'r U. S. C. C., E. Dist. of La.

Waiving notice, commission, and all mere formalities, it is agreed that the foregoing depositions may be read in evidence on the hearing of the case stated, subject only to objections for incompetency and irrelevancy.

Sept. 30, 1882.

L. BRAME,
For Complainants.
CLAUDE PINTARD,
For Defendants.

EXHIBIT 1,

Identified with the deposition of A. Stewart, before me, Sept. 29, & referred to in his answer to interrogatories.

550 John W. Broughton, Esq., Agent, Rodney, Miss.,
In account current with Stewart Bros. & Co.

					Days.	Int. 8 pr ct. pr annum.
1881.		Dr.				
May	25.	To y'r d'ft, 7 May, for H. L. Waiters		40 00	19	17
"	27.	" am't p'd Factors & T. Ins. Co.		11 17	17	04
June	6.	" y'r d'ft, 30 May, favor Geo. A. Lake	80 00			
"	"	" y'r d'ft, 21 June, favor Jas. Stewart	50 00			
				130 00	7	20
"	8.	" y'r d'ft, 31 May, favor S. Ross		71 39	5	08
	10.	" N. Y. Ex. Am. Life Ins. Co. $77.09 & Ex. 19		77 28	3	05
	13.	" Wickham & Pendleton's d'ft, 10 June		488 35		
	15.	" y'r d'ft, 6 June, favor Milburn W. Co.		76 00		
				894 19		54
		Contra Credit.				
1881.						
May	27.	By proceeds sale, 4 B | C		$103 62	17	39
"		G. L. Buttee's dr'ft on us		175 65	17	66
	31.	By proceeds sale 2 B | C		87 83	13	25
June	6.	" Mrs. O. K. Batchelor's dr'ft on us	$50			
"	"	" D. B. Wilcox	56 85			
				106 85	7	17
	9.	" proceeds sale 6 B | C		114 77	4	10
"	"	" " " 2 "		31 78	4	03
	8.	" A. J. Melton's dr'ft on us		55 00	5	06
	10.	" dr'ft on Canal B'k		53 76	3	04
	13.	" proceeds sale 1 B | C		37 24		
			$1 70			
"	"	b'l'ce of int. your favor to date	54			
				1 16		
"	"	balance down		126 53		
		15 B | C sold		$894 19		$1 70

1881.		Dr.	
June 13.	To balance due us c'sh this day		$126 53
"	" y'r note, 26 May, our favor		20,000 00
"	" " " " " "		14,077 50
	Total am't transf'd to C. J. Pintard, ag't's, ac. in payment for stock & acc'ts		$34,204 03

(Signed) STEWART BROS. & CO.
New Orleans, June 13, '81 BROWN.
E. & O. E.

551 And on the 24th day of November, A. D. 1882, the deposition of L. Brame in said cause was filed in the office of the clerk of said court, and is in the words and figures following, to wit:

552 *Deposition of L. Brame for Complainants.*

United States Circuit Court, Southern District of Mississippi.

J. H. DUNHAM *et al. v.* J. W. BROUGHTON *et al.*

I was employed by Dunham, Buckley & Co. about the 1st of July, 1881, with a view to the collection of there claim against J. W. Broughton, agent, amounting to about $10,000.00. I endeavored to ascertain by telegraphing from Jackson, and by other means, who Broughton was agent for. The agent of Dunham, Buckley & Co. was here in Jackson, and desired me, as the attorney for his house, to sue out an attachment to enforce the collection of their claim. After telegraphing to Rodney and Fayette, and being unable to ascertain from the records in whose name, as principal, Broughton had executed the trust deed to Stewart Bros. & Co., I went to Rodney in person to look after the business.

I arrived there on the 6th day of July, 1881. Very soon after my arrival Claude Pintard, Esq., an attorney, who then lived at Rodney, went to the hotel or house where I had stopped and met
553 me. We had some conversation about Broughton. He stated that he represented Stewart Bros. & Co., and had prepared the papers that had been executed by Broughton. He volunteered to say that the transaction was *bona fide;* said the only question was whether or not the law would allow Broughton to prefer the parties, and that it was his understanding that it did. I had said nothing about the transaction being fraudulent or unfair, or that I would attack it. I asked Mr. Pintard then who Broughton was or had been acting as agent for. He said he did not know. I asked him what was the amount of Broughton's liabilities. He said he did not know.

After conversing with Mr. Pintard a short while, I went directly to see J. W. Broughton at his residence in Rodney, some little distance from the store. He said he was not well. I told him that I represented Dunham, Buckley & Co., and had come there to see about the business. I asked him if he would talk to me about it, and he said he would.

I asked him who he had been doing business as agent for. He replied that he was agent for his wife's sister, Miss Julia Noland, and had been since 1874. Said he had been agent for no
554 one else; and he then gratuitously stated that he had never told any one that he had ever been agent for any other person. When he made this last statement I had not stated or intimated that he had ever claimed to be the agent of any one else.

He said he owed Stewart Bros. & Co., about $35,000.00, and had given them his notes for that amount, secured by a trust deed on all of his property, and afterwards had made them a direct sale. He said he intended to pay all his other debts. He said Miss Julia Noland, for whom he was agent, had about $300.00 when he first commenced in business, but that she had no means now.

I went into the store where Broughton had been doing business. It was a large brick building, and the stock seemed to be a very fine one, consisting of a large amount of dry goods, groceries, and other staple and fancy articles, which appeared to be — good condition. Mr. C. J. Pintard (son of Claude Pintard, Esq.), W. A. Stewart, and a youth were taking an inventory.

This inventory, as I understood from the parties, was being taken to carry into effect the sale alleged to have been made to Stewart Bros. & Co. I asked for the bill of sale to Stewart Bros. &
555 Co., under which they claimed. C. J. Pintard sent to his father's house and procured it for me; I took a copy, which I file as an exhibit to the bill in this case. This bill of sale was dated the 13th of June, and was signed "J. W. Broughton" and C. J. Pintard, and acknowledged the same day, but had not at that time been recorded. The defendants now claim that there were two bills of sale executed to Stewart Bros. & Co. the same date, one as above described, and another signed by Broughton alone; but this last-mentioned bill of sale was not shown to me on the occasion above mentioned while I was in Rodney, although the parties knew that I desired to see all the papers, and they had expressed a willingness for me to do so; I never heard of this second bill of sale until after this suit was instituted.

On the evening of the 6th of July I went from Rodney to Fayette, the county site, where I examined the records in the office of the chancery clerk; found nothing to indicate who was interested in the business. The absolute deed or bill of sale of June 13th had not been recorded; nothing was on record except the trust deed
556 from J. W. Broughton, agent, to C. J. Pintard, trustee, for the use of Stewart Bros. & Co., dated May 26th, 1881.

I then returned to Jackson and filed the bill in this case as soon as I could prepare and forward it to Fayette.

I returned by way of Rodney and up the river to Vicksburg. I have been enabled to state the dates, &c., as accurately as I have done because I kept a memorandum of the facts made at the time, with which I have refreshed my memory in giving this deposition. About the 1st of August, of the present year, I went to Natchez and Fayette to take depositions in this case with others. J. W. Brough-

ton was examined as a witness for defendants, at Fayette, I believe, on the 4th of August.' (The depositions will show the date.)

Mr. Mellen, my associate in this case, Mr. Pintard and I agreed in Natchez, on Saturday evening prior to the examination of the witnesses at Fayette, that we should take the depositions at the latter place. I requested Mr. Pintard, solicitor for defendants, to telegraph to J. W. Broughton, at Rodney, to carry over to Fayette all the books, papers, and memoranda used in the business of J. W. Broughton, agent, so that I could have them present when
557 we were examining Broughton and the other witnesses, as we had agreed to do, on the following Tuesday. Mr. Pintard said he was willing that we should have these books and papers at the examination, but said Mr. Broughton lived some distance from Rodney in the country, and spoke of the difficulty of getting the books, papers, &c., to Fayette. I told him that it was very important that they should be at Fayette when we went up there to examine his witnesses, and that I desired that *tha* they should be there. I renewed this request on Monday morning while we were still in Natchez. On Tuesday we went to Fayette, and Broughton and the other witnesses for the defendants were there, but the books and papers were not. After Broughton had been examined by Mr. Pintard, before proceeding with the cross-examination, I desired to see these books, &c. It was then in the afternoon, and Mr. Broughton was going about 8 or 9 miles in the direction of Rodney to spend the night at home. I asked him if he would go over to Rodney and bring the books and papers with him when he returned the next day.
558 He said he could not; I asked him if I would hire a buggy whether or not he would hitch his horse to it, so that we could both go to Rodney that night, in order that I might see the books and papers, and get such of them as I desired. He said his horse would not work in a buggy. I then told him he could leave his horse in the livery stable there, and that I would get a horse and buggy, that we might go over. He said he had no money to pay for feeding his horse in the livery stable. I offered to pay the bill if he would agree to go with me, and he declined to go. I then asked him to give me an order to the person who had charge of the store for the key. He said he had no authority to do that. Finally I got an order for the key from Mr. Pintard, and I went to Rodney that night. I found some of the books scattered about in the back part of the store, and a pile of old papers, blotters, &c. I looked through these as best I could, and returned to Fayette the same night. I was anxious to get the cotton book or books showing the shipments of cotton by Broughton to Stewart Bros. & Co., and the cotton transactions
559 between them. I was informed by Broughton that the cotton book was in the store, and although I found other books, I could not find this one. I also searched among the old letters and papers there for some of the letters from Stewart Bros. & Co., or Hugh W. Brown to Broughton, but could find none whatever. I found a number of bill-heads of J. W. Broughton, agent. I file herewith specimens of the same, marked Exhibit A & B, respectively. After my return from Rodney to Fayette, while taking the testimony

of J. W. Broughton, I stated that I had not been enabled to find the cotton book. He said that it was in the store, and that he would get it and send it to me. He also said that there was a receipt book there in which was a receipt for the money paid the drummer of Wickham & Pendleton, at the time the $1,000.00 note was taken with Mrs. Noland as security, which he said would show the date of that transaction. I asked him if he would send that to me also, and he said he would. I impressed upon him to be certain to do this before court, and told him I would pay the expense of sending the books. He said they should be forthcoming, but they were
560 not sent, and I have heard nothing from Mr. Broughton, nor from any other person about the books or the receipt.

While we were taking testimony in this case in New Orleans, during a recess in the examination, Mr. Andrew Stewart and I were walking along the street, going from the custom-house, where the depositions were being taken, I had just learned that Hugh W. Brown was no longer in the employ of Stewart Bros. & Co., and I remarked to Mr. Stewart in conversation, "Brown is no longer with you." He replied, "No, Brown has been — our office a number of years (eight years, as I recollect), but I did not like that Broughton business."

I herewith attach the three original notes of Broughton, agent, to Dunham, Buckley & Co.

L. BRAME.

EXHIBIT A.

Rodney Cash Store.

RODNEY, MISS., ——, 18—.

M———,

Bought of Jno. W. Broughton, Agent,

Dealer in Dry Goods, Groceries, Boots, Shoes, etc., etc.

Consignments solicited for Stewart Bros. & Co., New Orleans.

561 EXHIBIT B.

Rodney Cash Store.

RODNEY, MISS., ——, 188–.

M———,

Bought of John W. Broughton, Agent,

Dealer in Dry Goods, Groceries, Boots, Shoes, etc., etc.

Consignments solicited for Stewart Bros. & Co., New Orleans.

Notes.

$3,027.92. NEW YORK, *Apr.* 9, 1881.

Three months after date I, the subscriber, of Rodney, county of ——, State of Miss., promise to pay to the order of Dunham, Buckley & Co. three thousand twenty-seven $\frac{92}{100}$ dollars, at 340 Broadway, N. Y.

Value received, with the current rate of exchange on New York.
JNO. W. BROUGHTON, *Ag't.*

No. —. Due July 12, '81.

[On the side:] D., B. & C.

$3,027.92. NEW YORK, *Apr.* 9, 1881.

Four months after date I, the subscriber of Rodney, county of ——, State of Miss., promise to pay to the order of Dunham,
562 Buckley & Co. three thousand twenty-seven $\frac{92}{100}$ dollars, at 340 Broadway, N. Y.

Value received, with the current rate of exchange on New York.
JNO. W. BROUGHTON, *Agt.*

No. —. Due Aug. 12, '81.

[On the side:] D., B. & C.

$3,027.93. NEW YORK, *Apr.* 9, 1881.

Five months after date I, the subscriber, of Rodney, county of ——, State of Miss., promise to pay to the order of Dunham, Buckley & Co., three thousand twenty-seven $\frac{93}{100}$ dollars, at 340 Broadway, N. Y.

Value received, with the current rate of exchange on New York.
JNO. W. BROUGHTON, *Ag't.*

No. ——. Due Sept. 12, '81.

563 Cross-examination:

Int. 1. In the conversation with J. W. Broughton, wherein he stated that he was agent for Miss Julia Noland, was she present, and, within your knowledge, did she ever hear that Broughton had informed you that he was acting as her agent?

Ans. To both questions I answer no.

Int. 2. Did Mr. Broughton object to your going yourself to the store and getting the books you asked for? Did he not tell you that he left them all there when he quit the store?

Ans. He did not object. I stated above just what occurred in the direct examination. Mr. Broughton did tell me that he had left all the books there when he quit the store; but I understood from him that he had been there afterwards, and had seen the books. He said the cotton book was there, and he was sure of it.

Int. 3. Was the store occupied by any one when you went
564 there? If not, what was its condition?

Ans. The store was vacant. There was nothing in it except the old books and papers scattered about in the back part of the store-room in which the dry goods had been kept. There was a table and perhaps a desk there.

Int. 4. Did Mr. Andrew Stewart ever object to your having access to the books of J. W. Broughton, agent, and did you not examine the books in his possession when you were in New Orleans taking testimony?

Ans. Mr. Stewart did not object. They had two or three small books, which they said were the books of J. W. Broughton, agent. I

examined these as best I could when in New Orleans taking testimony. Mr. Pintard, solicitor for defendants, was very anxious to get through with the depositions in New Orleans in order that he might leave on the boat that evening for his home in Natchez to attend court, and, therefore, I made a hasty examination of the books that were shown me.

L. BRAME.

Sworn to and subscribed before me, this the 24th day of Nov., 1882.

J. M. McKEE,
Cl'k U. S. Circuit Court, So. Dist. of Miss.

565 And on the 29th day ot November, A. D. 1882, the motion of defendants to suppress certain parts of depositions was filed in the office of the clerk of said court, in the words and figures following, to wit:

566 *Motion to Suppress Certain Parts of Depositions.*

J. H. DUNHAM *et al. vs.* J. W. BROUGHTON *et al.*

1. Defendants, Stewart Bros. & Co., move to suppress all testimony as to the declarations of Broughton before the sale, so far as they are attempted to be used against them, because not made in their presence and not communicated to them.

2. All testimony as to Broughton's statements after the sale, and his acts and doings after the sale, because incompetent and irrelevant.

3. All of L. Brame's testimony as to what was said to him by Pintard, Broughton, and others, at Rodney, Natchez, Fayette, and N. O. after the sale, because incompetent and irrelevant.

4. All statements made by Maddox and Kopper to Brown, and by Brown to them, because hearsay, beyond Brown's power
567 to make to bind defendants, and not made in their presence.

CLAUDE PINTARD,
T. C. CATCHINGS,
Sols. for Def'ts.

And afterwards, to wit, on the 2d day of December, A. D. 1882, being a day of a regular term of said court, the following note of the evidence used on the trial of said cause was entered upon record on the minutes of said court, to wit:

568 J. H. DUNHAM *et al.* } 322.
v.
J. W. BROUGHTON *et al.* }

On the final hearing of this cause after the pleadings and exhibits were read, the following testimony was introduced and read, to wit:

For complainants:

1. The deposition of J. H. Maddox.

2. The deposition of James A. Miller and exhibits thereto, being letters and telegrams referred to by the witness in his testimony.
3. The deposition of Philip W. Kopper.
4. The deposition of Sigmond Katz.
5. The deposition of L. Brame and exhibits thereto.
6. The several exhibits to the bill, and to the amendment of Katz & Barnett.
7. The following parts of such of the books of J. W. Broughton, agent, as had been produced, viz: Page 59 of the small jour-
569 nal of date May 24, 1881, showing that Stewart Bros. & Co. were charged with seventy bales of cotton.

Pages 74 and 75 being the account of Mrs. E. M. Noland.

And thereupon defendants offered as testimony the following, to wit:

1. The deposition of Hugh W. Brown.
2. The deposition of Andrew Stewart.
3. The deposition of W. A. Stewart.
4. The deposition of C. J. Pintard.
5. The deposition of Claude Pintard.
6. The deposition of J. W. Broughton.
7. The deposition of Emily Noland.
8. The deposition of Emma Broughton.
9. The deposition of Julia Noland.
10. The several exhibits to the answer of defendants.
570 11. The several exhibits to the depositions of the above witnesses.

J. M. McKEE, *Clk.*

And on said 2nd day of December, A. D. 1882, the same being a day of the regular November term, 1882, of said court, a final decree was made in said cause, and entered of record upon the minutes of said court in the words and figures following, to wit:

571 JAMES H. DUNHAM *et al. v.* JOHN W. BROUGHTON *et al.*

This cause was submitted to this court on the 25th day of November, 1882, for final hearing on bill, amendments thereto, answers, exhibits, depositions, and proof. The defendants having moved to suppress certain portions of the testimony in the cause, for the reasons and upon the grounds set forth in their motion on file, it was mutually agreed that said objections to the testimony should be disposed of by the court in passing upon the merits of the case. The court now having duly heard and considered the allegations and proof, and the argument of counsel, is of opinion that the complainants are entitled to relief. It appearing to the court that the defendant, John W. Broughton, made to the defendants, Stewart Bros. & Co., a transfer and conveyance of the property, and choses in action, described in the pleadings, with intent to hinder, delay, and defraud the complainants and his other creditors, as alleged in the bill of complaint; that the defendants, Stewart Bros. & Co.,
572 had knowledge of and participated in such fraud, it is therefore ordered, adjudged, and decreed that said pretended trans-

fer and conveyance, so far as complainants are concerned, be, and the same is hereby, cancelled, set aside, and for nought held, as fraudulent and void.

It appears to the court that the complainant, at and before making of said pretended transfer and conveyance were, and still are, creditors of the said John W. Broughton, and that the amount due each of them respectively, including interest to this date, is as follows: Dunham, Buckley & Co., ten thousand two hundred and twenty-two $\frac{50}{100}$ dollars ($10,222.50); Edwin Bates & Co., four thousand three hundred and ninety-one $\frac{08}{100}$ dollars ($4,391.08); John I. Adams & Co., seven hundred and six $\frac{37}{100}$ dollars, $706.37; and Katz & Barnett, nine hundred and thirty $\frac{82}{100}$ dollars ($930.82). Total, sixteen thousand two hundred and fifty $\frac{77}{100}$ dollars ($16,250.77).

It is agreed by and between the solicitors for complainants and defendants that these are the correct amounts due the complainants respectively as creditors of the said John W. Broughton, without the necessity of a reference to a commissioner to compute and
573 report the amounts; and for said amounts the debts of said complainants are hereby established.

It appears to the court that the defendant, John W. Broughton, is insolvent, and without property or means, and that the defendants, Stewart Bros. & Co., had in their hands and possession at the time of filing the bill of complaint in this cause, and still have, property, assets, and money, being the same fraudulently transferred and conveyed to them by the defendant, John W. Broughton, as aforesaid, and the proceeds of the same, amounting to a sum largely in excess of the said sum of $16,250.77, due complainants as aforesaid. It is therefore, ordered, adjudged and decreed that the defendants, John W. Broughton and Andrew Stewart, Andrew D. Gwynne, and P. H. Haley, composing the firm of Stewart Bros. & Co., do pay to the complainants the above-mentioned sums respectively due them, with interest thereon at the rate of six (6) per cent. per annum from this date until paid. that is to say: To Dunham, Buckley & Co., ten thousand two hundred and twenty-two $\frac{50}{100}$ dollars ($10,222.50); to Edwin Bates & Co., four thousand three hundred and ninety-
574 one $\frac{08}{100}$ dollars ($4,391.08); to Katz & Barnett, nine hundred and thirty $\frac{82}{100}$ dollars, ($930.82); and to John I. Adams & Co., seven hundred and six $\frac{37}{100}$ dollars ($706.37); for which amounts and costs executions in favor of said creditors respectively may issue as at law.

It is ordered and decreed that the defendants, Emily Noland, Julia Noland, and Emma Broughton, go hence without day and recover of and from the complainants their costs in this behalf expended to be taxed, for which execution may issue.

It is further ordered, adjudged and decreed that the defendants, John W. Broughton, Andrew Stewart, Andrew D. Gwynne, and P. H. Haley do pay all other costs of this suit to be taxed, for which execution may issue.

Ordered, adjudged and decreed in open court, this the 2d day of December, A. D. 1882. R. A. HILL, *Judge.*

575 And on said 2nd day of December, A. D. 1882, the same being a day of the regular November term, 1882, of said court, the following order was made in said cause and entered of record upon the minutes of said court, to wit:

576 J. W. DUNHAM *et al.* } 322.
vs.
J. W. BROUGHTON *et al.* }

This day came the defendants, Andrew Stewart, Andrew D. Gwynne and P. H. Haley, partners composing the firm of Stewart Bros. & Co., defendants herein, and prayed an appeal to the Supreme Court of the United States of America from the final decree rendered in this cause this day in favor of the complainants herein, whereupon it is ordered by the court that an appeal be allowed said defendants to said Supreme Court from the said decree, to operate as a supersedas upon their entering into bond, with two or more sureties, in the penalty of twenty thousand dollars, to be approved by this court or the judge thereof, and that defendants have sixty days within which to prepare said bond, the same to be conditional according to law.

Ordered and decreed, this 2nd Dec., 1882.

R. A. HILL, *Judge, &c.*

And afterwards, to wit, on the 8th day of January, 1883, the defendants filed in said court in said cause the following appeal bond:

577 *Appeal Bond*

In the Circuit Court of the United States for the Southern District of Mississippi.

JAMES H. DUNHAM *et al. vs.* JOHN W. BROUGHTON *et al.*

Know all men by these presents that we, Andrew Stewart, Andrew D. Gwynne, and P. H. Haley, partners, doing business under the firm name of Stewart Bros. & Co., as principals, and Wm. Stewart, John Chaffe, Jno. D. Hawkins, as sureties, are held and firmly bound unto Dunham, Buckley & Co., Edwin Bates & Co., John T. Adams & Co., and Katz & Barnett, in the sum of twenty thousand dollars, to be paid to the said obligers, their executors or administrators; to which payment, well and truly to be made, we bind ourselves,
577½ and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals. Dated this — day of —.

Whereas the above-named Stewart Bros. Co. have prayed and been allowed an appeal to the Supreme Court of the United States from a certain decree rendered by the circuit court of the United States for the southern district of Mississippi, in equity, on the 2nd day of December, A. D. 1882, in the above-entitled action, which appeal was allowed by the said circuit court to operate as a supersedeas, upon condition that the said Stewart Bros. & Co. should enter into bond, conditioned according to law, in the sum of twenty thousand dollars:

Now, therefore, the condition of this obligation is such that
578 if the above-named Stewart Bros. & Co. shall prosecute their said appeal to effect, and if they shall fail to make their plea good, shall answer all damages and costs, then this obligation shall be void; otherwise it shall remain in full force and effect.

ANDREW STEWART. [SEAL.]
ANDREW D. GWYNNE. [SEAL.]
P. H. HALEY. [SEAL.]
WM. STUART. [SEAL.]
JOHN CHAFFE. [SEAL.]
J. D. HAWKINS. [SEAL.]

I approve the foregoing bond and sureties.
Jan. 5, 1883.
[SEAL.] R. A. HILL, *Judge.*

M. B. Trezevant, Attorney-at-Law, Notary Public, Commissioner of Deeds, and U. S. Commissioner; Hunsdon Cary, Notary Public, Commissioner of Deeds, and U. S. Commissioner.

Office of Trezevant & Cary, No. 8 Madison Street.

STATE OF TENNESSEE, *City of Memphis:*

COMMISSIONER'S OFFICE.

I, Hunsdon Cary, a commissioner of the State of Mississippi, duly appointed by the Governor thereof for the State of Tennessee, to reside in the city of Memphis, and take the acknowledgments and proofs of the execution of deeds or other conveyances or leases, and of any contract, letter of attorney, or other writing, under seal or not, administer oaths, and take and certify depositions, etc., to be used or recorded in said State of Mississippi, do certify that on this day personally appeared before me the within-named Andrew D. Gwynne and P. H. Hayley, principals, and Wm. Stewart, surety, who acknowledged that they signed, sealed, and delivered the foregoing bond on the day and year therein mentioned as their act and deed.

Given under my hand and official seal at Memphis aforesaid, this the 29th day of December, 1882.

[SEAL.] HUNSDON CARY,
Commissioner.

578½ STATE OF TENNESSEE, *City of Shelby, City of Memphis:*

Wm. Stewart, one of the sureties on the within bond, makes oath in due form of law that he has property in the State of Mississippi, subject to execution from this court, to the value of twenty thousand dollars, after the payment of all his just debts.

WM. STEWART.

Subscribed and sworn to before me, this 29th day of December, 1882.

[SEAL.] HUNSDON CARY,
Com'r for Miss. in Tenn.

John Chaffe and John D. Hawkins do each solemnly swear that — has real estate in the State of Mississippi, subject to execution from any court, to the value of two thousand dollars, after the payment of all his debts and liabilities, as also from any exemptions granted by law.

JOHN CHAFFE.
J. D. HAWKINS.

Sworn to and subscribed before the undersigned, a duly commissioned and qualified notary public in and for the parish of Orleans, State of Louisiana, at New Orleans, this Jan'y 2, 1883, as witness my hand and seal.

[SEAL.] ANDREW HERO,
Not. Pub.

[Endorsed:] No. 322. J. H. Dunham & Co. *v.* J. W. Broughton *et al.* Appeal bond. Filed Jan'y 8th, 1883. J. M. McKee, cl'k.

579 The opinion of the court rendered on the final hearing of said cause and filed in the office of the clerk of the said court is in the words and figures following, to wit:

580 In the Circuit Court of the United States for the Southern District of Mississippi. Nov. Term, 1882.

JAMES H. DUNHAM *et als. vs.* JOHN W. BROUGHTON *et als.*

This cause is submitted upon bill, answers, exhibits, and proofs. The bill in substance charges that said Broughton commenced business as a retail merchant in the town of Rodney, in this State, some years since, in the name of J. W. Broughton, agent, but without disclosing who his principal was; that Stewart Bros. & Co., commission merchants of New Orleans, were his commission merchants and cotton factors, and that complainants, Dunham, Buckley & Co., of New York, and Edwin Bates & Co., of New York, were his wholesale merchants, and that as such said J. W. Broughton, agent, in the fall of 1879, commenced dealing with said Dunham & Co., and continued the same up to April 22, 1881; that the balance then due said complainants amounted to the sum of $10,218.79; also became indebted to said Bates & Co., in the sum of $3,957.09, which remaining due and unpaid.

The bill further charges that in Feb'y, 1881, the indebtedness of J. W. Broughton, agent, to Dunham & Co. amounted to about
581 $9,000, due by note, and to Bates & Co. in the sum of $2,253.53; that their agents applied to Stewart Bros. Co. to know in what sum J. W. Broughton, agent, was indebted to them, and were informed by Stewart Bros. & Co. that said indebtedness did not exceed $5,000; that, relying upon the truth of this statement, they forebore suing upon their said debt, and sold other goods to said J. W. Broughton, agent, amounting together to over $3,000.

The bill further avers and charges that on the 26th May, 1881, said Broughton, in the name of J. W. Broughton, agent, but without

disclosing his principal, executed a trust deed to defendant, C. J. Pintard, as trustee, purporting to convey all the goods and other personal property, notes, book accounts, and choses in action, owned or possessed by said J. W. Broughton, agent, for the pretended purpose of securing an indebtedness due said Stewart Bros. & Co. from said J. W. Broughton, agent, for the sum of $34,073.50. The bill further charges that this conveyance was fraudulent in law by reason of various provisions contained in it, and that afterwards, on the 13th June, 1881, said Broughton and Pintard, as such trustee,
582 executed to said Stewart Bros. & Co. a deed, purporting to sell and convey to them all of said stock of goods and other property, together with all of the notes, book accounts, and choses in action conveyed in said trust deed, absolutely and unconditionally, in payment of the indebtedness aforesaid; that all of said transactions were parts of a fraudulent scheme entered into between said Broughton and Stewart Bros. & Co. to hinder and delay complainants and other creditors of said J. W. Broughton, agent, from collecting the debts due them; that said pretended indebtedness was simulated, and without foundation as to a large part thereof. The bill charges that said Broughton had at various times stated, first, that Mrs. Noland, his mother-in-law, was his principal, then that Miss Noland, his sister-in-law, was, and then that his wife was, all of whom are made defendants, and deny, each of them, that they were in any way either principals, or that they had any interest in the business. There is no proof that either of them had any such interest, and the bill must be dismissed as to them. J. W. Broughton, by his answer, admits this indebtedness to complainants, admits
583 the execution of the trust deed and the deed of the 13th June, and avers that there was at the same time another deed executed by him alone, conveying the same property, notes, book accounts, and choses in action described in the trust deed and the deed executed jointly by himself and the trustee, Pintard, but denies all the fraud charged to himself.

Stewart Bros. & Co., by their answers, admits the execution of these conveyances, and the reception of this property and evidences of indebtedness conveyed, denying all fraud in the same as charged; denying that they stated to the agents of complainants that the amount due them from J. W. Broughton, agent, did not exceed $5,000, as charged, or that any one else, authorized to act for them, made such statements, and upon which complainants acted and are prejudiced thereby, and by which they are estopped to deny, that said indebtedness was for a larger amount as charged in the bill.

The evidence on the point is conflicting, but as this decision must turn on another point, its consideration is unnecessary. The main point in the case is as to the effect of the trust deeds, and the conveyances made on the 13th June, and the alleged sale and
584 delivery of the property and other assets in payment of the indebtedness to Stewart Bros. & Co. That the trust deed is fraudulent in law, is admitted; but it is contended for Stewart & Co. that the sale made on the 13th June is valid and binding on com-

plainants and all others. And this is the question for decision; in doing so the provisions of the trust deed will first be considered.

Of the many trust deeds and other conveyances that have been before me this is the most peculiar in some of its provisions. It purports to convey all the property and assets of every description belonging to the grantor to the trustee to secure the alleged indebtedness to Stewart & Co. It then contains this unusual provision: "It is understood and agreed between the parties hereto that the said party of the first part shall have the right to carry on the business as heretofore for the purpose of selling off the stock of goods and collecting in the notes and accounts due or to become due; and in order to enable said party of the first part to carry on said business, the said parties of the third part (Stewart & Co.) hereby agree to advance to him the further sum of $1,000,
585 which last amount is understood and agreed to be included and covered by this deed in trust, and to be due and payable six months after this date, the maturity of the first note." The deed further provides that if the first note and this advance is not paid at maturity, then the whole indebtedness shall be held due, and that after that time, should Stewart & Co. so direct, Pintard, the trustee, may proceed to sell the property described, or any part thereof, at public vendue, to the highest bidder for cash, first giving twenty days' notice of the time and place of sale, and said party of the second part (the trustee) shall out of the proceeds of the sale pay, first, the costs and expense of executing this trust, and shall apply the proceeds remaining over to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the party of the first part, or his legal representatives. It will be seen that the property, notes, book accounts, and other evidences of indebtedness was to remain the possession and under the control of the grantor, with power to sell and
586 collect, and to carry on the business as usual by making purchases for at least six months before the trustee was authorized to take possession of any of the trust property. There is no power given him to take possession of the notes or book accounts, or to collect or dispose of them; nor is there any direction that the proceeds arising from their collection shall be applied to the payment of the indebtedness purporting to be secured, but they are left entirely in the possession and under the control of the grantor, without his being required to account for them in any way. Indeed there is no provision that he shall account for any part of the trust property, except such as may remain when the beneficiaries may call upon the trustee to sell.

It is difficult to perceive how such a conveyance can be construed as not reserving a benefit to the grantor. When a conveyance of this kind contains provisions from which it can reasonably be inferred that the grantor intended to reserve a benefit for himself the court may find, and it is its duty to find, that a fraud upon existing creditors was intended by the grantor. There is a
587 distinction between cases in which these instruments are declared void in law, upon the grounds of public policy, where

no intended fraud exists, and cases in which there are provisions from which the fraudulent intent of the grantor is reasonably to be inferred by the court. In the latter case it is a finding of a fraudulent intent by the court from the provisions of the instrument as they appear on its face. Where the instrument on its face contains no such provisions and fraud is alleged, then it must be established by proof outside of the instrument.

The grantors in such instruments are presumed to intend the natural results of all the provisions they contain, and if in fraud of the rights of others they are presumed to have intended this result.

I am satisfied that for the reasons stated that this trust deed belongs to this class, and must be held as fraudulent, in both law and fact, apparent upon its face as to existing creditors of Broughton, the grantor. Stewart & Co. were parties to the deed at its execution; took it with all its infirmities, and must be presumed to have
588 understood all its purposes. The deed, however, was valid as between the parties to it, and vested as between them the legal title to the property conveyed in Pintard, the trustee. The parties becoming apprehensive of its fraudulent character as to complainants, and that they might proceed by attachment, attempted to remedy the transaction and avoid the apprehended danger by the execution of the conveyance of the 13th June, by which and a delivery of the property an absolute sale and transfer was sought to be effected. This, with the consent of the grantor in the trust deed, as between the parties, was valid and binding, and by it the legal and equitable title to the property and assets conveyed vested in Stewart & Co.

The two instruments were executed at the same time and formed but part of the same transaction. The question is, could the parties after having kept the property covered up and shielded, as it were, under the trust deed, without its full abandonment in some public way, so as to place it fully back where it was before the trust deed was executed, by a sudden, if not a secret, transfer, and without giving other creditors an opportunity of knowing that the trust deed had been abrogated, effect what the trust deed was designed
589 to do? I think not. Such a proceeding was inequitable, and if permitted, would enable parties to such fraudulent conveyances at their will, whenever danger is apprehended, to remedy their wrong as to themselves, but leave all others remediless. A muddy stream cannot be so suddenly cleared; some little time at least must be allowed to let the sediment pass away. The hand must not be held until the foot is seized.

Had there been a reconveyance of the title vested in the trustee by the trust deed to the grantor, I will not say for how long, and then the grantor being thus reinstated with all the title, legal and equitable, he could have by sale and delivery without any written instrument whatever *have* passed the title to Stewart & Co. in satisfaction of what he owed them, and their title could not have been successfully assailed. The precise question here considered is one of first impressions in this court, or any other, so far as I am informed; if

there has been any adjudication of it elsewhere, I feel sure the able, industrious, and astute counsel engaged in this cause on both sides would have found and presented to —.

590 The question being without a precedent, refferences to authorities to sustain my conclusions cannot be had, and like a number of others which this court has had to settle, must stand by itself until some other court shall approve or condemn it. Having arrived at the consclusions stated, other questions raised and commented upon will not be considered. The result is that the amounts due the complainants, respectively, must be ascertained, and for which a decree will be entered in their favour.

R. A. HILL, *Judge.*

591 UNITED STATES OF AMERICA, *Southern District of Mississippi:*

I, Jas. M. McKee, clerk of the circuit court of the United States for said district, do hereby certify that the foregoing five hundred and ninety pages contains a true, full, and perfect transcript of the record of said court in the cause lately pending therein, wherein Dunham, Buckley & Co. *et al.* were complainants and J. W. Broughton *et al.* defendants, as well as the opinion of said court delivered in said cause, as fully and completely as the same now remains of record in our said court.

Given under my hand and the seal of said court hereto affixed, at office, in Jackson, in said district, this 20th day of September, A. D. 1883.

[SEAL.] JAS. M. McKEE, *Clerk.*

Endorsed on cover: S. Mississippi C. C. U. S. No. 1240. Andrew Stewart, Andrew D. Gwynne, and P. H. Haley, partners as Stewart Brothers & Company, appellants, *vs.* James H. Dunham, William T. Buckley, and Charles H. Webb, partners as Dunham, Buckley & Company; Edwin Bates, Charles K. Bates, and Thomas R. McGahan, partners as Edwin Bates & Company, *et al.* Filed February 7, 1885.

1

ADDITION TO RECORD.

In the Supreme Court of the United States. October Term, 1884.

ANDREW STEWART *et al.*, Appellants,
vs.
JAMES H. DUNHAM *et al.*, Appellees. } No. 1240.

At the request of Hon. T. C. Catchings, counsel for the said appellants, we agree that the annexed certified transcript of papers from the United States circuit [court] for the southern district of Mississippi may be treated as part of the record of said cause now filed in this Court.

JOHN F. HANNA,
JAMES M. JOHNSTON,
Counsel for Appellees.

2 T. C. Catchings. Marye Dabney.

Law Office of
CATCHINGS & DABNEY,
Rooms 3, 4, & 5, 2d floor, No. 178 Washington street,
VICKSBURG, MISS., *Ap'l* 12, 1885.

Messrs. HANNA & JOHNSTON, *Washington.*

GENTLEMEN: I hand you herein copy of the Miller correspondence and a letter from Judge Brame, asking you to agree that it be filed as part of the transcript, and asking you also to amend the answers of Broughton & Stewart Bros. & Co. by interlining the word "exceeding."

Please attend to these matters. My briefs were expressed to the clerk day before yesterday. Please let me have yours as soon as you can.

Respectfully, T. C. CATCHINGS.

3 NEAR RODNEY, MISS., *Jan'y 29th*, 1881.

Mess. EDWIN BATES & Co.

DEAR SIRS: I mail you to-day orders Jos. Moore, Robt. Murdock, W. J. Martin, J. W. Broughton, & Robt. Tweed, all of which I hope will have your careful attention, especially the specials. I have drawn on you, favor Robt Tweed, for one hundred & fifty dollars, which please honor on presentation and charge to my acc't. I hope to reach N. O. somewhere about the 5th to 8th Feb'y, when I will write you more fully. In the meantime if you have any goods that you particulary desire to close out, you can send me samples with close price, which I will keep to myself; also, I would like to have more samples of youths goods.'

Yours, resp., JAME- A. MILLER.

JANUARY 27, 1——.

J. A. MILLER, Esq.

D'R SIR: Yours to Mr. Moore, reporting non-receipt of our letter, is received. On 11th inst. we wrote stating that B. Myer's note (due

4th, 250, signed also by G. Eeseriman.) had been protested, but by direction of Myer had been ret'd to Abehman & Co. for col-
4 lection. Myer wants extension of note due 4th prox. (Heyman security) for one year. We have not replied, but as our letter did not reach you in time to get your answer to-day we will send it out, and if not paid can be protested. Should you wish to dispose of it otherwise this letter shown to Mr. A. Leava, cash'r La. Nat. Bank, will be an order for the note to deliver to you. On 17th inst. we sent you to N. O. check for 300, & on 18th inst. wrote inquiring if you could tell us anything about 2 sole lea. trunks, bought Dec. 30, '78, and Jan'y 4, '79, which we cannot trace, as the books were destroyed in the fire soon after those dates. Lagowetz & Co. demand payment for them. H. C. Farquhar has paid up. Smith & Co.'- note, 4th inst., 932.51, ret'd unpaid, and J. W. Broughton'- note, due 18th, 2,353.53, returned protested. Your letter from Shiloh, in regard to Broughton, did not reach us till evening of 17th, too late to protect his note.

We send samples of all "youths" we can get.

With kind regards, yours,

EDWIN BATES & CO.,
By W. G. CLAPP.

NEW ORLEANS, *Feb'y 6th*, 1881.

Mess. EDWIN BATES & Co.

5 DEAR SIRS: I arrived here last evening and have your favors Jan'y 27th, 12th inst.

I am surprised that Smith & Co.'s note was not paid at maturity, and can only account for it on the ground that cotton is so slow in coming forward that Jurey & Gillis (as well as other cotton merchants) are not willing or in a condition to advance any money. I will write S. & Co., and have no doubt that they will arrange for the payment of the note at an early date. Please send their note, as also J. W. Broughton's, out and have presented again, & write to both that you have done so. I will write J. W. B. also, and in the meantime you need not ship any of the Rodney goods until Feb'y 19th. When I was in Rodney, Broughton was busy; took in 54 bales of cotton in two days and shipped the same on the Lee, & I supposed that he thought his note would be paid or he would have written you, asking you to hold the note. At all events he ought to arrange for the note due before this order is shipped.

I will see A. Lehmann & Co. about B. Myers' note to-morrow & report.

We have had a severe storm of wind & rain for 24 hours. I left the boat tied to the bank 20 miles from the city & took the
6 cars. As soon as the boat arrives I will copy two small orders that I have from M. & A. Fisher & McRaven & Pond & forward to you. I will be here at least one week.

Very resp'ly, yours, JAMES A. MILLER.

FEB'Y 12.

Mr. J. A. MILLER.

D'R SIR: Your- of 6th rec'd this a. m. The notes of Broughton and Smith & Co. were returned to N. O. 8th as advised. Mr. Broughton's goods were shipped yesterday, and bills of Robt. Tweed and W. J. Martin had also gone before the arrival of your letter.

The instructions on Broughton's order being to ship at once, we did not anticipate your wishes about holding for payment of the note.

We write S. & Co. and B. that notes are now in N. O. With kind regards,

Yours truly, EDWIN BATES & CO.
W. G. CLAPP.

NEW ORLEANS, *Feb'y 15th*, 1881.

Mess. EDWIN BATES & Co.

7 DEAR SIRS: Your favor of the 8th inst. at hand. The notes of Broughton & Smith & Co. were both presented by the La. Nat'l Bank, & payment was again refused. I called on Steward Bros. & Co., who state that they are expecting cotton from Broughton as soon [as] the roads improve, and until then they will not advance any more money. Jurey & Gillis talk the same as to Smith & Co. I enclose letter received this a. m. from S. & Co., and I again write them that their note is not paid. The jacket sent you per express by S. & Co. is of the same lot that W. J. Martin, of Rodney, Miss., returned to you, for the reason that the good come into pieces as soon as wet. I also enclose letter from M. Hayman, & think we will get the money for the joint note of M. & H. without a suit; but I wrote that you would not wait long. I have rented a room at 28 Camp street, where I have my samples, and hope to sell some goods yet; but everything looks so gloomy that it is difficult to say who to sell to. I have asked the bank to hold notes here until the Natchez arrives on Saturday, as J. W. B. may have cotton on the Natchez. At any rate I will get a letter from him by that time. I will do my
8 best to get these past am'ts paid.

With kind regards, yours truly,
JAMES A. MILLER,
P. O. Box 839, New Orleans, La.

Telegraphic Message.

NEW ORLEANS, —, 1881.

Received February 8th.

To EDWIN BATES & Co., 507 B'way.

Send Broughton's & Smith & Co.'s notes to bank to present again.
JAS. A. MILLER.

NEW ORLEANS, *Feb'y* 21, 1881.

Messrs. EDWIN BATES & Co.,
New York City.

DEAR SIRS: Your favor of the ——— received with enclosures, as stated. We return herewith unpaid:

Smith & Co., $932.51.
Jno. W. Broughton, $2,353.53, and protest.
Yours respectfully, A. LURIA, *Cashier.*

9 NEW ORLEANS, *Feb'y 25th*, 1881.

Mess. EDWIN BATES & Co.

DEAR SIRS: Since mailing order of T. B. Neal this a. m. I met Mr. J. W. Martin, of Rodney, who said Mr. J. W. Broughton told him to say to me that he (B.) would be here about the 5th of March and will no doubt arrange satisfactorily for his indebtedness, though I do not anticipate that he will be able to pay all that he owes now, although his commission merchants feel disposed to help him. Broughton has a prospect of getting a Mr. Herring for partner; if so, he will be able to pay all now and buy for cash, as Herring has money & brains.

D. Arent, representing Smith & Co., is expected here daily. S. & Co. will be paid soon.

Yours resp'ly, JAMES A. MILLER.

It is agreed that the within correspondence may be filed with and as a part of the deposition of James A. Miller in case of Dunham *et al. v* Broughton *et al.*, U. S. cir. c't, No. 322, April 22, 1882.

10 L. BRAME,
For Compl'ts.

In the Circuit Court of the United States for the Southern District of Mississippi.

I, James M. McKee, clerk of said court, do hereby certify that the foregoing and hereto annexed pages (seven) contain true and correct copies of letters filed as exhibits to the deposition of James A. Miller, a witness for the complainants in said court in the cause therein pending, wherein James H. Dunham *et al.* were complainants and Andrew Stewart *et al.* defendants, and that the same were read in evidence on the trial of said cause.

And I further certify that the same were, by oversight, omitted from the transcript of the record made out by me and transmitted to the Supreme Court of the United States.

11 Given under my hand and the seal of said circuit court hereto affixed, at office in Jackson, in said district, this 8th day of April, A. D. 1885.

JAS. M. McKEE, *Clerk.*

[Seal of U. S. Circuit Court, 5th Circuit, Southern District of Mississippi.]

[Endorsed:] Sup. Court U. S. 1884, Oct'r term. No. 1240. Andrew Stewart & *al.*, appellants, *vs.* Jas. H. Dunham *et al.* Stipulation of counsel & addition to record. Office Supreme Court U. S. Filed Apr. 16, 1885. James H. McKenney, clerk.

115-61

RECEIVED
APR. 14 1885
JAMES H. McKENNEY
CLERK

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1884.

NO. 1240.

ANDREW STEWART, *et al.*,

vs.

JAMES H. DUNHAM, *et al.*

Appeal from the Circuit Court of the United States for the Southern District of Mississippi.

BRIEF OF T. C. CATCHINGS FOR APPELLANTS.

Commercial Herald Print.

Smith & Co., $1632.51.
Jno. W. Broughton, $2,356.56, and prom[illegible]
Yours respectfully, A. LURIA, *Cashier.*

NEW ORLEANS, *Feby 25th*, 1881.

Messrs. EDWIN BATTS & CO.

DEAR SIRS: Since mailing order of T. B. Neal this a. m. I met Mr. J. W. Martin, of Rodney, who said Mr. J. W. Broughton told him to say to me that he (B) would be here about the 5th of March and will no doubt arrange satisfactorily for his indebtedness, though I do not anticipate that he will be able to pay all that he owes now, although his commission merchants feel disposed to help him. Broughton has a prospect of getting a Mr. Herring for partner; if so, he will be able to pay all now and buy for cash, as Herring has money & brains.

D. Arent, representing Smith & Co., is expected here daily. S. & Co. will be paid soon.

Yours resply, JAMES A. MILLER.

It is agreed that the within correspondence may be filed with and as a part of the deposition of James A. Miller in case of Dunham *et al, v.* Broughton *et al*, U. S. cir. ct. No. 3222. April 22, 1882.

L. BRAME,
For Compl'ts.

In the Circuit Court of the United States for the Southern District of Mississippi.

I, James M. McKee, clerk of said court, do hereby certify that the foregoing and hereto annexed pages (seven) contain true and correct copies of letters filed as exhibits to the deposition of James A. Miller, a witness for the complainants in said court in the cause therein pending, wherein Jamies H. Dunham *et al.* were complainants and Andrew Stewart *et al* defendants, and that the same were read in evidence on the trial of said cause.

And I further certify that the same were, by over-sight, omitted from the transcript of the record made out by me and transmitted to the Supreme Court of the United States.

Given under my hand and the seal of said circuit court hereto affixed, at office in Jackson, in said district, this 8th day of April, A. D. 1885.

JAS. M. McKEE, *Clerk.*

[Seal of U. S. Circuit Court, 5th Circuit, Southern District of Mississippi.]

[Endorsed:] Sup. Court U. S. 1884. Oct'r term. No. 1240. Andrew Stewart & *al.*, appellants, *vs.* Jas. H. Dunham *et al.* Stipulation of counsel & addition to record. Office Supreme Court U. S. Filed Apr. 16, 1885. James H. McKenney, clerk.

115-61

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Commercial Herald Print.

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STATEMENT OF THE CASE.

The appellants are merchants residing in New Orleans, and doing business under the firm name of Stewart Bros. & Co.

On the 26th day of May, 1881, Jno. W. Broughton, a merchant doing business at the town of Rodney, in Miss., being largely indebted to appellants, executed his two notes, to cover said indebtedness, one for $20,000 payable six months after date, and the other for $14,077.50, payable eight months after date, and for the purpose of securing their pay-

ment, made a deed in trust, with Claude J. Pintard as trustee, by which he conveyed, or undertook to convey, all of his stock of merchandise then on hand or which might be thereafter purchased, all the store fixtures, and all the books of account, notes and evidences of indebtedness of every kind.

It was stipulated therein that Broughton should have the right to carry on the business as theretofore, for the purpose of selling off the stock of goods and collecting in the notes and accounts; and in order to enable Broughton to carry on the business, the appellants agreed to advance him the further sum of $1,000.00, which was also to be covered by the deed, and was to become due and payable at the same time the first note matured.

It was stipulated that if any portion of the indebtedness should not be paid when due, the whole should at once become due and payable; and in such event, the trustee was required whenever so requested by the holders of said notes, to sell all the property conveyed by the deed, to the highest bidder for cash, after giving twenty days notice, and out of the proceeds to pay the costs and the debt due, turning over any balance which might remain, to the said Broughton or his legal representatives.

This deed was acknowledged the day of its date and recorded June 5th following.

On the 13th day of June, 1881, a bill of sale was executed and delivered by Broughton and the trustee, to Stewart Bros. & Co., by which all the property described in the trust deed of May 25th, was conveyed to them unconditionally, in payment of the indebtedness of Broughton to them.

On the same day a precisely similar bill of sale was executed and delivered to appellants, which was signed by Broughton alone.

Both of these bills of sale were acknowledged on the day of their date, and all the property described therein was surrendered and delivered to appellants, and from that day

to this, Broughton has exercised no dominion over it, and has had no interest in it.

Appellants have since realized from the property, less than $25,000, so that it was not equal in value to the amount of the indebtedness satisfied by it.

The trust deed will be found on p. 20 of the transcript, the bill of sale from Broughton and Pintard, trustees, on p. 22, and the bill of sale from Broughton alone, on p. 64.

The trust deed and bills of sale were executed under the following circumstances :

Hugh Broughton, who was the confidential clerk of Stewart Bros. & Co., was a cousin of Broughton, and it was through him that the business connection between Broughton and appellants was begun. This was in September, 1874, and it continued until June 13th, 1881.

The indebtedness increased annually, and without Mr. Stewart's knowledge, it was allowed to reach about $35,000.

Becoming uneasy about the indebtedness, Mr. Andrew Stewart went in person to Rodney, to see what could be done toward collecting or securing it.

He had an interview with Broughton, who agreed to execute his notes, and the trust deed hereinbefore described, and they then went together to the law office of Mr. Claude Pintard, the father of the trustee named in the deed, to have him prepare the deed.

He prepared the trust deed and it was executed by the parties.

About the 10th day of June following, Mr. Pintard saw a decision of the Supreme Court of Miss., holding that deeds in trust similar to this one, were void as to other creditors, and knowing that Broughton was desirous of securing the indebtedness to Stewart, he had him to telegraph Stewart Bros. & Co., to come up to Rodney immediately.

In answer to this telegram, Hugh Broughton came to Rodney as the agent of appellants, and Broughton then executed

the bills of sale before referred to, and delivered all the property described to Broughton as Stewart's agent, and he placed it in charge of Claude J. Pintard, who continued to manage it until it was closed out in May, 1882.

See the deposition of Caude Pintard, p. 187, that of Hugh Brown, p. 205, and that of Andrew Stewart, p. 209.

There is nothing in the record which in the least contradicts this account of the transaction, or tends to show that the indebtedness of Broughton was not genuine, or that the parties were prompted by a fraudulent motive, or had any other purpose than to secure to Stewart Bros. & Co., as far as possible, what was owing to them.

On July 14th, 1881, the appellees, Dunham, Buckley & Co. and Edwin Bates & Co., of New York, who were creditors of Broughton, filed a bill in the Chancery Court of Jefferson County, Miss., against Stewart Bros. & Co., Jno. W. Broughton, Emily Noland, his mother-in-law, Julia Noland, his sister-in law, Emma Broughton, his wife, and Claude J. Pintard.

The principal object of the bill was to vacate the sale to appellants, which was alleged to be fraudulent.

It was charged that the debt from Broughton to Stewart Bros. & Co., was for the most part simulated and fictitious, and that the transaction was a scheme to defraud the creditors of Broughton. The defendants denied all the allegations of fraud, and set up that the property was *bona fide* conveyed to appellants in satisfaction of their claim against Broughton.

At this stage of the case the appellees removed it to the Circuit Court of the United States for the Southern District of Mississippi. After the removal, Jno. I. Adams & Co. and Katz & Barnett, citizens of Louisiana, were admitted as co-complainants.

It should here be stated that the wife, mother-in-law and sister-in-law of Broughton, were joined as defendants, because he had done business as "Jno. W. Broughton, agent,"

without disclosing for whom he was agent, and complainants hoped to establish that some one of these parties was his principal, and so liable for his debts. No proof being made to show their liability, the bill on final hearing was dismissed as to them.

The Circuit Court found that the conveyance by Broughton to Stewart Bros. & Co., was made "with intent to hinder delay and defraud the complainants and his other creditors, as alleged in the bill of complaint, and that the defendants, Stewart Bros. & Co., had knowledge of and participated in such fraud," and a decree was accordingly entered, setting aside the conveyance and directing payment by appellants of the sums respectively due by Broughton to the appellees.

From that decree this appeal is prosecuted.

ASSIGNMENT OF ERRORS.

1. The Court erred in rendering any decree, it being without jurisdiction, because the complainants, Katz & Barnett and Jno. I. Adams & Co., and the defendant Andrew Stewart, were citizens of the same State.

2. The Court erred in rendering a decree in favor of Katz & Barnett and Jno. I. Adams & Co., they being citizens of the same State, (Louisiana,) with the defendant Andrew Stewart.

3. The Court erred in setting aside the conveyance to appellants and rendering a decree against them for the sums respectively due to appellees by the defendant Broughton.

ARGUMENT.

I.

The amendments by which Katz & Barnett and John I. Adams & Co. were joined as co-complainants, were made after the cause had been removed to the United States Circuit Court.

These amendments were made with the full consent and approbation of the original complainants.

See Transcript pp. 130, 140, 138.

These parties were admitted upon condition that they share in the costs and expenses of the proceeding looking to the subjection of the property conveyed to appellants. The cause therefore is to be considered as if the bill had been commenced in the U. S. Court, with Dunham, Buckley & Co., Edwin Bates & Co., Katz & Barnett and John I. Adams & Co. as co-complainants.

If it had been so commenced, it is clear that the Court would have been without jurisdiction, by reason of the fact that Katz & Barnett and Adams & Co., two of the complainants, are citizens of Louisiana, as is Andrew Stewart, one of the necessary defendants.

In *The Coal Co.* vs. Blatchford, 11 Wall, 172, this Court said: "If there are several co-plaintiffs, the intention of the act is, that each plaintiff must be competent to sue, and, if there are several co-defendants, each defendant must be liable to be sued, or the jurisdiction cannot be entertained."

It is not material, that each of the several creditors of Broughton might have sued separately, and the decree cannot be maintained as to Dunham, Buckley & Co. and Edwin Bates & Co., who were competent to sue Broughton, any more than it can be as to Katz & Barnett and Adams & Co., who were not competent to sue him.

They elected to sue jointly, and having done so, the rule that all the complainants must be competent to sue all the defendants applies in full force.

The very point was decided by this Court in the case of New Orleans vs. Winter *et al.*, 1 Wheat, 92.

That was a suit instituted by a citizen of the State of Kentucky and a citizen of the Mississippi Territory to recover certain lands in New Orleans, as the heirs of Elisha Winter, deceased.

The point was made that the Court below had no jurisdiction of the cause, for the reason that it was instituted by a citizen of Kentucky jointly with a citizen of a Territory, who could not sue in the Circuit Court of the United States.

It was contended on the one hand that the right of action was joint, and that therefore, both plaintiffs being necessary parties, and one incompetent to sue, they could not give jurisdiction by suing together.

On the other hand, it was urged that each party had a right to a separate action, and that the Court could disconnect the parties, and exercise jurisdiction as to the citizen of Kentucky while it could not as to the citizen of Mississippi Territory.

But the Court held that it was wholly immaterial whether the right of action was joint or separate. Said Chief Justice Marshall: "In the case of Strawbridge *et al.* vs. Curtis *et al.*, it was decided that where a *joint* interest is prosecuted, the jurisdiction cannot be sustained, unless each individual be entitled to claim that jurisdiction.

In this case it has been doubted whether the parties might elect to sue jointly or separately.

However this may be, having elected to sue jointly, the Court is incapable of distinguishing their case, so far as respects jurisdiction, from one in which they were compelled to unite.

The Circuit Court of Louisiana, therefore, had no jurisdiction of the cause, and their judgment must on that account, be reversed, and the petition dismissed."

The same principle was involved and recognized in a later case in this Court.

Conally *et al.* vs. Taylor, 2 Pet., 556. That was a suit by certain aliens and one Mifflin, a citizen of Pennsylvania, against certain citizens of Kentucky, and one Lytle, a citizen of Ohio. Before the hearing, the name of Mifflin, was by leave of Court struck out of the bill, leaving only the aliens as complainants.

It was insisted that the joinder of Mifflin with the aliens was fatal to the jurisdiction, neither he nor Lytle, the Ohio defendant, being a citizen of the State, where the suit was brought, and that being without jurisdiction when the suit was instituted, the Court had no power to make the amend-

ment so as to bring the case within its jurisdiction.

Chief Justice Marshall said: "As between the citizens of Pennsylvania and of Ohio, neither of them being a citizen of the State in which the suit was brought, the Court could exercise no jurisdiction. "*Had the cause came on for a hearing in this state of parties, a decree could not have been made in it for the want of jurisdiction.* The name of the citizen plaintiff, however, was struck out of the bill before the cause was brought before the Court, and the question is whether the original defect was cured by this circumstance. * * * * "The substantial parties plaintiffs, those for whose benefit the decree is sought, are aliens; and the Court has original jurisdiction between them and all the defendants. *But they prevented the exercise of this jurisdiction by uniting with themselves a person between whom and one of the defendants the Court cannot take jurisdiction.* Strike out his name as a complainant, and the impediment is removed to the exercise of that original jurisdiction which the Court possessed between the alien plaintiffs and all the citizen defendants. "We can perceive no objection, founded in convenience or law, to this course."

In accordance with these decisions, it must be held that the Circuit Court had no jurisdiction, and the bill should be dismissed. That was the disposition of the case in 1 Wheat, *Supra.*

The bill in this cause was a creditor's bill, filed in "behalf of complainants and all other creditors who may come in and share the costs of the litigation."

Transcript, p. 7.

Katz & Barnett and Adams & Co. came in as creditors and asked to be allowed to join in the bill.

The original complainants thereupon amended their bill voluntarily and deliberately, by making them co-complainants with the full privilege of participating with them in the fruits of the litigation, upon condition that they should share the expenses.

It is perfectly plain therefore, that at the time of the final hearing, the Court was without jurisdiction and could pronounce no decree.

II.

If mistaken in the contention that the Court had no jurisdiction whatever, then it is respectfully submitted, that it had none as between Katz & Barnett and Adams & Co. and Andrew Stewart, inasmuch as they were all citizens of Louisiana.

The decree in favor of these complainants is undoubtedly void.

III.

On the merits of the cause the decree is wrong. The allegations of fraud were not sustained, and the learned Judge did not base his opinion upon any proof taken in the cause.

He held, that the trust deed of May 26th, was fraudulent both in law and fact, apparent upon its face; that Stewart Bros. & Co. took it with all its infirmities, and must be presumed to have understood its purposes; that it was valid between the parties to it, and as between them vested the title to the property in Pintard, the trustee; that becoming apprehensive of its fraudulent character as to complainants, and that they might attach, they attempted to remedy the transaction and avoid the danger by the conveyances of June 13th, by which an absolute sale and transfer was sought to be effected; that as between the parties this was valid and binding and vested the legal and equitable title to the property in appellants; that as to the complainants, and other creditors, Stewart Bros. & Co. could not acquire a title by purchase, without first having the trustee to reconvey to Broughton and permitting the title to remain in him for some time, (the length of time not being stated;) that if this had been done, the title of appellants could not have been successfully

assailed, and because this was not done, the sale to them was declared void.

This is equivalent to a finding that the indebtedness to Stewart Bros. & Co. was genuine, and that there was no testimony outside of the deed in trust indicating a fraudulent intent.

If there was any fraud in the deed in trust, it was not because there was shown to be an actual intention to perpetrate a fraud, but because in the eye of the law, fraud would inevitably result from the stipulations of the deed. Such fraud is called constructive fraud, or fraud in law.

Lukins vs. Aird, 6 Wall, 78.

A constructive fraud is an act which the law declares to be fraudulent without inquiring into the motive.

McBroom vs. Rives, 1 Stew. 72.

Harmon vs. Hoskins, 56 Miss. 142.

The finding of the learned Judge therefore, based solely upon the face of the trust deed, that it was fraudulent in fact, is contrary to the settled law upon this question. But if it be material to determine whether there was or not fraud in fact, it is admissible to examine the testimony *aliunde* the deed in trust.

While testimony will not be received for the purpose of maintaining a deed condemned by the law as fraudulent and void on its face, by showing that no actual fraudulent intent existed, yet it will always be heard where it is important to know whether or not there was actual fraud.

We have the judgment of the Circuit Court that there is nothing to indicate fraud, except the terms of the trust deed itself.

The doctrine announced by the Court, that because the trust deed was fraudulent and void, Stewart Bros. & Co. could not become purchasers, without first having the trustee to reconvey to Broughton, and suffering him to retain the title for some time, is novel, unique, and without support in precedent or analogy.

The only feature of the deed in trust which made it necessarily void upon its face, was the stipulation permitting the grantor to retain possession and sell as usual.

In Summers & Brannin vs. Ross & Co. 42 Miss., p. 785 et seq., it was expressly held, that while such a provision would render a deed in trust void upon its face, yet where the trustee in such a deed actually took possession before any creditor attached or acquired a lien, his title, before defective, would thereby become validated.

The case of Foster vs. Saco Manufacturing Co., 12 Pickering, 451, was cited and approved.

In that case the trust deed stipulated that the grantor should remain in possession of the property and sell the same according to the usual course of business. Chief Justice Shaw said that "the first obvious remark upon the facts of the case is, that the assignment, as to the personal property, was inoperative and void against *any creditor who should have attached before the trustee took possession*. The stipulation that the vendors should remain in possession, and have the use of the property, would have rendered it void as against creditors. But it was a good executory contract and when the property was actually taken in pursuance of its terms, the sale became complete. The possession accompanied and followed the deed."

The deed in that case, as in the one before this Court, contained a provision that after-acquired property should be subject to its provisions.

Speaking in reference to such property, Judge Shaw said: "The same principle applies to the property to be acquired after the date of the deed. It was a good executory contract between the parties *for a future sale* by deed, to take effect and become executed upon a contingency. The possession was taken pursuant to the contract, *and with the consent of the vendors* the sale, as between the parties, was complete."

Here we have the Supreme Court of Mississippi, and that of Massachusetts, expressly ruling that the taking of a deed in trust fraudulent in law, did not debar the grantees from acquiring the property, and nothing was said about the necessity af a re-conveyance by the trustee to the grantor.

The case of Baldwin, vs. Flash, Preston & Co., 58 Miss., 594, is still stronger.

Parkman executed a deed in trust in favor of Bickham & Moore, Baldwin, trustee, upon his stock of goods on hand and thereafter to be acquired, accounts then due and which might afterwards accrue, etc. It was understood that it was not to be recorded, "unless to protect Bickham & Moore against the creditors of Parkman. It was not recorded, until January 28th, 1880, though executed May 5th, 1879. Parkman remained in possession, selling off and replenishing for his own benefit. On the day the deed was recorded, he surrendered the stock of goods to Baldwin, the trustee, who took full possession.

The surrender was evidenced by a writing as follows: "I hereby surrender possession of the stock of goods, wares and merchandise, now in my store at Bolton, Miss, to E. E. Baldwin, trustee in a deed of trust executed by me on the 5th of May, 1879, to secure Bickham & Moore in certain indebtedness due by me to them, to be disposed of according to the terms thereof, or at private sale, as the said trustee may deem most expedient, and the proceeds thereof to be applied to the satisfaction of the said debt secured by the said deed of trust."

The goods were afterwards attached by Parkman's creditors.

The Court held that the trust deed was invalid, but that the delivery to the trustee gave him a good title to the property, saying: "When the attachment was levied on the goods, they were in the possession of Baldwin, delivered to

him for the benefit of Bickham & Moore by Parkman, who *before a lien was fastened on them had the right to apply them in good faith to the payment of any of his creditors.* Although the goods were surrendered to be disposed of as provided by the deed of trust, or as it was modified by the terms of the written transfer, and although the deed of trust may have been invalid, but may have been the inducing cause of the surrender of the goods, it is certain that the transaction was a delivery of the possession of the goods by Parkman to Baldwin, to be disposed of for Bickham & Moore.

If the deed of trust conferred no right on Baldwin to the goods, their delivery to him did." Again on p. 601, the Court use this emphatic language: "On the contrary, our position is that the *bona fides* of the transaction must be submitted to the jury with all the facts laid before them; *and further, that the right of Parkman to prefer Bickham & Moore, was not lost by reason of the void trust-deed previously executed.* The rights of the parties and the validity of the surrender to Baldwin, are to be tested by the facts and circumstances existing at the date of the surrender. What preceded it may be valuable as shedding light on the subject, but cannot operate to determine it as a matter of law, nor deprive the debtor of the right to make an honest preference among his creditors. The trust deed, being void, neither gave the grantees any right nor deprived the grantors of any. It is receivable in evidence as indicative of intention, but not as necessarily fixing the rights of the parties or the legal effect of the surrender to the trustee."

This case was again before the Supreme Court of Mississippi, and they reiterated their views in still more pointed language.

Baldwin vs. Flash, 59 Miss., 65, they say: "The fact that the trust deed was invalid as to other creditors, both because unrecorded and because it contemplated a continuing sale and replacement of a stock of goods professedly conveyed by it,

did not prevent the parties from curing these defects, their primary intent being an honest one, by recording the deed and surrendering the goods before the rights of third persons intervened. This they did, and it was for the jury to say, under proper instructions from the Court, whether in so doing the parties were then paying a just debt, or were consummating a scheme of fraud concocted in the beginning." "That the surrender of the goods, took place in obedience to the invalid trust deed, and because of its supposed validity, was wholly immaterial *unless the surrender was itself fraudulent.*"

The cases cited on pages 66–67, of the opinion, support the ruling of the Court fully; notably

Rawley vs. Rice, 11 Met. 333, 336.

This Court impliedly made a similar ruling in the case of Robinson vs. Elliott, 22 Wall, 513, 527. There, the mortgagees had obtained possession of the goods, and failing to maintain the validity of the mortgage upon a bill filed for that purpose, insisted that the delivery of the goods was sufficient of itself to give them a valid lien.

This Court answered this proposition by saying that the case made by the bill did not proceed upon such a delivery, at all, but upon the mortgage and seizure under it.

If the bill had been framed to that end, it is manifest that the delivery would have been deemed efficacious, not taking into account the Bankrupt Act. This Court will follow the construction placed by the Supreme Court of Mississippi upon the statute of frauds in the Mississippi case cited, and it is certain that the ruling of the Circuit Court is directly antagonistic to the doctrine announced in those cases.

An elaborate research has failed to find a single authority which would make it necessary that the trustee should have re-conveyed to Broughton, as a condition precedent to the right of Stewart Bros. & Co., to purchase, and it is respectfully submitted that the ruling of the Circuit Court in this regard, cannot be sustained.

IV.

The Court below decided that there was no fraudulent intent proved, except such as appeared from the face of the trust deed. It decided this, when it held that Stewart & Co. would have acquired a title which could not be successfully assailed, if only the trustee had previously re conveyed to Broughton.

This was decided to be the only defect in their title to the property. It is not deemed necessary to discuss the evidence offered to estop the appellants from propounding a greater claim than $5,000.00.

No importance was attached to it by the Circuit Judge. It is wholly wanting in all the elements which must exist in order to make the doctrine of estoppel applicable. In the first place the statements attributed to appellants are denied by them. In the second place, if made, it is quite manifest that they were not acted upon by appellees, and it is certain that if made, they were made ignorantly and in good faith. In the third place, the appellees have not themselves testified, and before applying the doctrine this Court would surely require that the parties should themselves say that they acted upon the alleged statements. Lastly, this is a bill to vacate the conveyance to Stewart & Co., as fraudulent, and appellees cannot, in any aspect of the proof, avail themselves of the estoppel claimed in this proceeding.

If the debt of Broughton to appellants was honestly owing and the conveyance to them was made in good faith to secure the payment of that debt, and with no intention to defraud Broughton's creditors, it must stand, although in a proper proceeding, appellants might be estopped to claim more than $5,000.00.

This bill is filed under Section 1843 of the Revised Code of Miss., of 1880, which permits creditors who have not re-

duced their claims to judgment, to file bills to set aside fraudulent conveyances of property.

The jurisdiction being purely statutory, unless the conveyance to appellants is adjudged fraudulent, no relief can be granted whatever. The testimony intended to show that Stewart & Co., made the statements, can only be considered therefore so far as it may throw light upon the conveyance subsequently made, and tend to show that it was fraudulent.

For the purpose of establishing an estoppel, it cannot be considered at all.

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Appellees' Brief on merits.

IN THE

Supreme Court of the United States.

OCTOBER TERM, 1884.

ANDREW STEWART *et al.*
vs.
JAMES H. DUNHAM *et al.*
No. 1,240.

Brief of Counsel for Appellees.

JOHN F. HANNA,
JAMES M. JOHNSTON,
Counsel for Appellees.

R. O. Polkinhorn & Son, Printers.

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JAMES H. DUNHAM *et al.*
No. 1,240.

Brief of Counsel for Appellees.

The bill in this case was filed in the Chancery Court, of Jefferson County, Mississippi, by the firm of Dunham, Buckley & Co. and Edwin Bates & Co., wholesale merchants, of New York, to set aside the transfer by their debtor, J. W. Broughton, agent, of all his property to Stewart Brothers & Co. Broughton was a retail tradesman doing business in Rodney, Mississippi.

The ground of attack, is that such transfer was fraudulent and void, and that Stewart Brothers & Company were not *bona fide* purchasers for a valuable consideration. Complainants had not obtained judgments, but a bill of this nature may be filed in Mississippi by simple contract creditors, by virtue of § 1843 of the Revised Code of 1880, of that State, which reads as follows:

> "The said Courts shall have jurisdiction of bills exhibited by creditors who have not obtained judgments

> at law, or having judgments, have not had executions returned unsatisfied, to set aside fraudulent conveyances of property, or other devices resorted to for the purpose of hindering, delaying or defrauding creditors; and may subject the property to the satisfaction of the demands of such creditors, as if complainant had a judgment and execution thereon returned 'no property found.'"

The cause was subsequently removed to the United States Circuit Court for the Southern District of Mississippi, and the firms of Katz & Barnett and John J. Adams & Co., also wholesale merchants and creditors of Broughton, were afterwards made co-complainants by order of court. (Rec., 138, 140.)

Testimony was taken at great length, and on final hearing a decree was entered to the following effect: 1. That the transfer by Broughton to Stewart Brothers & Co. was made with intent to delay, hinder, and defraud Broughton's creditors. 2. That Stewart Brothers & Co had knowledge of and participated in this fraud. 3. That the said transfer should be deemed void and should be set aside. 4. That, inasmuch as Stewart Brothers & Co. had absorbed all the property so fraudulently transferred to them, and which was in value largely in excess of the aggregate sum claimed by all the complaining creditors of Broughton, said Stewart Brothers & Co. should pay each of the firms complainant in the bill the sum due to it. The amounts of these debts are not disputed, and, by consent of all the counsel are stated in the final decree to be as follows: Dunham, Buckley & Co., $10,222.50; Edwin Bates & Co., $4,391.08; John J. Adams & Co., $706.37; and Katz & Barnett, $930.80. (Rec., 224, 225.) Interest from the date of the decree on the several sums was also decreed to be paid by Stewart Brothers & Co. to the respective creditors.

Stewart Brothers & Co. noted an appeal from this decree, and, as grounds for reversal, they set up two general propo-

sitions: I. That the United States Circuit Court was without jurisdiction to render the decree appealed from. II. That the decree was erroneous if the case be considered on its merits.

I.

Was the Circuit Court without jurisdiction?

The first error assigned by appellants is that the Circuit Court was without jurisdiction to hear and decide the cause, because certain of the parties complainant composing the firm of Katz & Barnett and John I. Adams & Co. are citizens of the same State with Andrew Stewart, one of the defendants therein.

The bill was filed in behalf of those complainants and all other creditors of Broughton who would come in and contribute to the expenses of the suit.

The cause was instituted in the State Court by Dunham, Buckley & Co., and Edwin Bates & Co., citizens of New York, claiming to be separate creditors of the defendant, Broughton, against said Broughton, a citizen of Mississippi, and the defendants, Stewart Brothers & Co., citizens of the State of Louisiana, to set aside an alleged fraudulent transfer of property by the defendant, Broughton, to said Stewart Brothers & Co. Subsequently, and while the suit was in this form as to parties, it was removed into the Circuit Court, and after such removal Katz & Barnett and Adams & Co., claiming to be separate creditors of said Broughton, were admitted as co-complainants by amendment.

Appellants contend that "the cause is, therefore, to be considered as if the bill had been commenced in the United States Court, with Dunham, Buckley & Co., Edwin Bates & Co., Katz & Barnett and John I. Adams & Co., as co-complainants." (Appellee's Brief, p. 6.)

The fallacy in the proposition of appellants consists in confounding the laws governing the *original* jurisdiction of

the Circuit Court with those regulating their jurisdiction in cases of *removals* from the State Courts. The two classes of jurisdiction are governed by distinct rules.

> "Suits may properly be removed from a State Court into the Circuit Court in cases where the jurisdiction of the Circuit Court, if the suit had been originally commenced there, could not have been sustained."
>
> *City of Lexington* vs. *Butler*, 14 Wall., 293;
> *Claflin* vs. *Commonwealth Ins. Co.*, 110 U. S., 92;
> *Bushnell* vs. *Kennedy*, 9 Wall., 393.

All the cases cited in the brief of appellants' counsel involve thequestion of the original jurisdiction of the Circuit Courts.

Prior to the act of 1875 the separable controversy between citizens of different States was alone removed. The suit, so far as the controversy between the citizens of the same State was concerned, could, at the election of the plaintiff, remain in the State court.

Since the act of 1875 either party might, where the controversies were separable and one of such controversies was between citizens of different States, remove the latter controversy to the Circuit Court. Moreover, in doing so, the whole suit and not merely the single controversy would be removed.

Where "all the controversies were so far connected by their circumstances as to make all who sue, or are sued, proper, though not indispensable parties," the Circuit Court would settle all the controversies.

Barney vs. *Latham*, 103 U. S., 212, 213.

Here the parties complainant are united simply for convenience and not from necessity. These controversies are separable, and the Circuit Court would therefore have jurisdiction to settle the whole case.

Indeed, since the act of 1875, this would appear to be a necessary consequence for if the whole suit be removed

from the State court, the latter could not act. And if the Circuit Court could not decide all controversies, some of the parties would be remediless.

Bushnell vs. *Kennedy*, 9 Wall., 393.

No reason can be seen why the rule could be different when the controversy between citizens of the same State is not introduced until the whole case has been removed. If the jurisdiction of the Court would attach, notwithstanding that Katz & Barnett and Adams & Co. had been parties before removal, it certainly could not be defeated by making them co-complainants after removal.

Bushnell vs. *Kennedy*, 9 Wallace, 393.

Moreover, the test of the jurisdiction of the Circuit Court is the record as it stood at the time of the removal.

Barney vs. *Latham*, 103 U.S., 215–216.

We submit that, in this case, the Circuit Court can determine all the controversies. In no event could its jurisdiction be defeated after it had once lawfully attached.

It is submitted that in a creditor's suit a creditor coming in either before or after decree would not be deprived of his right of payment from the fund because he happened to be a citizen of the same State as one of his debtors.

It may be added that the objection to the jurisdiction is made for the first time in the brief filed in this Court by appellant's counsel.

II.

Was the decree erroneous if the case be considered on its merits?

On the part of the appellees it is maintained that a chronological history of the transactions between Broughton and Stewart Brothers and Co. will show that the transfer was fraudulent in law, and in fact, as against Broughton's

creditors, and that Stewart, Brothers and Co., as decreed by the court below, "had knowledge of and participated in such fraud." On the threshold of the case, the following general and familiar observations are respectfully called to the attention of the court.

The enquiry which the court must make in this class of cases, is as to the "intent" with which the debtor transferred his property and the *bona fides* of the transferee. These ultimate propositions cannot be demonstrably shown by the senses, as facts are generally established. This "intent" is a state or operation of the mind. It is not easy to ascertain, especially where it is to the interest of the debtor to prevent his motives from being known. Hence it is that the law does not require the pursuing creditor to do more than establish facts which are provable by the senses, and which indicate fraud. When these *indicia* or badges of fraud exist, and are not fully explained away by the party accused of fraud and who has it in his power to explain them, they are generally accepted as sufficient proof of the intent with which the act was done.

Bump, Fraud. Con., 581, 582, 583 (ed. 1876);
Re Goodrich, 2 Bank. Reg., 324 (105).

The following points are referred to as proofs of the proposition that the transfer of all of Broughton's property to Stewart Brothers & Co. was made and received by the respective parties with the intent to delay, hinder, and defraud Broughton's creditors.

a.

The intimate relations between Broughton and Stewart Brothers & Co. before the transfer of all of Broughton's property by deed of trust in May, 1881.

Broughton conducted business under the name of "John W. Broughton, Agent." He says in his answer that he

was not agent for any one, but in his testimony he admits that he had openly asserted to Mr. Brame, one of complainant's counsel, that he was agent for Julia Noland. (Q. 134, Rec., 159.) Again, he says that when asked by Mr. Pintard, his counsel, for whom he had been acting as agent, he said he "did not know, and wanted his (Pintard's) advice about the matter." (Q. 54, Rec., 153.) He at various times made other inconsistent statements on this point. So that Broughton's bad faith and unfairness are manifest at the outset.

Although Stewart Brothers & Co. accepted property worth a large sum of money, and gave up in exchange for it Broughton's notes for $34,000, they never asked at any time who was Broughton's principal. (Q. 52, Rec., 153.)

See Stewart's Dep., Rec., 212, 213.

There are strong reasons to believe that Broughton was agent for Stewart Brothers & Co. Rec. 157. On Rec., p. 221, will be found copies of printed letter-heads on which Broughton solicits orders for cotton shipments in the name of Stewart Brothers & Co. So that, to the extent of the cotton transactions, at least, Broughton's principal is disclosed. In the Record, will be found letters from Stewart Brothers & Co., urging Broughton to buy more cotton, and others requesting Broughton to procure cotton shipments directly from the producers to them. (Rec., 91, 93.) There are still other letters advising Broughton not to buy cotton because of the state of the markets. (Rec., 40, 44, 49, 96.) If Stewart Brothers & Co. were only acting as factors, they would hardly dissuade Broughton from sending consignments on which they could earn a commission. It would be otherwise if Broughton was their agent, and purchased at their risk. Another significant fact is, that Broughton kept no accounts in his ordinary books with Stewart Brothers & Co., though he did with other persons with

whom he conducted business, (Rec. 179, 183). Stewart Brothers & Co. alone seem to have kept an account of these transactions. This would be very reasonable if Broughton was Stewart's agent, but extraordinary between merchant and merchant.

Still another significant fact is, that no letters, books, or contracts are produced to explain the relations of these parties, even after the letter-heads referred to were found and produced in evidence. On the contrary, many letters and papers were deliberately burned by Broughton (Rec., 152, 158, 183, 184,) and the testimony (Rec., pp. 220, 221,) shows the many fruitless efforts by counsel for Broughton's creditors to get his account books relating to these latter transactions and his letter-press books.

Another material fact is, that Broughton's merchandise debts were frequently, if not generally, paid by Stewart Bros. & Co. at their office in New Orleans. (Rec., 155.)

Furthermore, in some instances notes of third parties were made payable directly to the order of Stewart Bros. & Co., notwithstanding that the transactions were with Broughton and not with Stewart. (Rec., 99.)

And, finally, it appears that Hugh W. Brown, the managing and confidential clerk of Stewart Brothers & Co., and who conducted the business with Broughton, was the latter's first cousin. (Rec. 207.) The letters from Brown to Broughton, found in the Record, *passim*, show the degree of intimacy existing between them.

b.

Stewart Brothers & Co. having by their cotton speculations through Broughton, created a debt of over $34,000, as they claim, against the latter, swept into their own laps, in discharge of this supposed debt growing out of cotton speculations, all the miscellaneous merchandise which Broughton had purchased from non-resident merchants. It

is respectfully submitted that they could not do this, for, irrespective of the matter of Broughton's agency, both Stewart Brothers & Co. and Broughton had just before this asserted that the debt of the latter to the former was only about $4,500 or $5,000.

This is testified to by Phillip W. Kopper, agent for Dunham, Buckley & Co. (Int. 2, Rec., 193; Int. 8 and 9, Rec., p. 195; Int. 14 and 16, Rec., 196; Cross-int. 7, Rec., p. 197.) Also, by J. H. Maddox, agent for Dunham, Buckley & Co. (Int. 2, Rec., pp. 201, 202; Int. 4 and 5, Rec., 202.) By James A. Miller, agent for Edwin Bates & Co. (Rec., 141.) Sigmund Katz, of Katz & Barnett. (Rec., 215.) And the witnesses just cited also testify to general statements made by Brown and Stewart to the effect that Broughton was entirely solvent.

But at this very time Broughton's bills on Stewart Bros. & Co. had gone to protest, and the latter knew perfectly well that if this debt was *bona fide* Stewart was hopelessly insolvent. (Rec., 152, 141.)

The consequences of these false representations are (1), that the seizure of all of Broughton's property by Stewart Brothers & Co. is inconsistent with their good faith; (2), that Stewart Brothers & Co. would be estopped from setting up a larger claim than $4,500 or $5,000 against Broughton's creditor's, who are pursuing this property.

Stewart might have refused, assuming that Broughton was not his agent, to answer these enquiries; but, having assumed to answer at all, he was bound to answer truthfully, and he cannot benefit himself in any way as against Broughton's creditors, who were misled by his statements.

Evans vs. *Bicknell*, 6 Ves., Jr., 182;
Bowen vs. *Carter*, 124 Mass., 430;
Lang vs. *Lee*, 3 Rand., 419, 420, 421, 422;
Bacon vs. *Bronson*, 7 Johns., Ch., 200.

It appears from the depositions of Miller, Kopper, Maddox, and Katz, before cited, that they gave further credit to Broughton on the strength of these very representations, and allowed goods to be shipped to Broughton that were almost immediately passed over by Broughton to Stewart, whose false representations induced their delivery, and in payment of a debt growing out of speculative purchases of cotton.

Edwin Bates & Co. had, at the time of Stewart's representations, a past due note for about $2,300, and had taken Brougton's order for a bill of goods amounting to about $1,600 more. These goods had been shipped, but before delivery, Mr. Miller, having learned that the note had not been paid, went to the office of Stewart Bros. & Co. and made inquiries as to the condition of Broughton, explaining that his house had shipped another bill of goods which had not yet been delivered. They assured him of Broughton's solvency, and made the same statement that had been made to the other parties as to the amount of his indebtedness to them. Mr. Miller could have easily stopped the goods in transit at New Orleans, but, on the faith of these statements, he allowed the goods to go forward, and took no steps to enforce collection of the past due note.

See Miller's testimony, Rec., 140–144.

So, in the case of Dunham, Buckley & Co., who, relying upon the representations and assurances of Stewart Bros. & Co., not only refrained from all proceedings to collect what was then due them, but granted an extension, took new notes, thereby tying their hands for the time being, and sold Broughton more goods on time. (Depositions of Kopper & Maddox.)

Now, what was more natural or reasonable, under the circumstances, than that these creditors should accept and rely upon the repeated assertions of Stewart Bros. & Co. as to the amount of their indebtedness against Broughton? If they

had made true representations as to this and as to the solvency of their customer, what would they have thought if complainants had repudiated or disregarded the same and had taken immediate action to enforce payment of their debts?

Successful commercial and business transactions are of necessity based upon confidence, and not upon distrust and suspicions. Appellants, in furtherance of their own interests, having made these representations, and having by their active participation aided in fixing the status of the parties to the disadvantage of complainants, it is interesting to note the manner in which they reciprocated the confidence of these creditors. Before all the bills were due, and without notice to creditors, all of Broughton's property was covered by a deed of trust to secure an alleged debt of $34,000.

c.

This deed is conceded by appellants to be void on its face. But it is further maintained that there is strong evidence to prove that the deed was fraudulent in fact. It provided that Broughton should remain in possession and conduct his business as before, and Broughton actually did so. The deed of trust to Pintard, trustee, appears to have been intended to aid Broughton in keeping his creditors at bay, as will appear from the following provisions in that instrument:

1. Broughton is allowed to carry on his business as usual and without restriction. He is allowed to retain entire control of the sales, and to purchase new stock indefinitely. Stewart Brothers & Co. even advanced him an additional $1,000 to aid him in continuing the business. (Rec. 21.)

2. That it was expected that Broughton would purchase new stock and continue the business is indicated both from the facts last mentioned and from the provision in this deed, that "any and all stock which may hereafter be purchased

in the course of business and brought into said storehouse" is subjected to the lien of the deed of trust. (Rec. 20.)

3. On default in the payment of the notes when due the trustee was not required to take possession and sell. The deed provides that he *may* do so at the request of the parties secured. (Rec. 21.)

4. Nor is there any provision that the proceeds of sale received by Broughton during the existence of the mortgage are to be applied to the payment of any creditor. See *Robinson* vs. *Elliott*, 22 Wall., 513, 524, which is instructive on several of the points suggested.

It is thus manifest that Broughton might, for aught that appears in this deed, have continued his business to this day. But shortly after this deed was made, Wickham & Pendleton, creditors of Broughton, threatened to attack it as fraudulent. Thereupon Stewart Brothers & Co., instead of insisting on their paramount lien, paid this debt in full. (Rec. 155–156.) If, as Stewart Brothers & Co. now say, the property was grossly insufficient to pay their claim, why did they pay off Broughton's unsecured creditor? It could only have been to keep Broughton in possession, and on the assumption by Stewart that the other creditors would be less bold and would be frightened off by the recorded deed of trust.

d.

It is further respectfully urged that the bill of sale could not strengthen Stewart Brothers' right to the goods, but was a mere attempt to confuse the title to them in aid of the fraud.

In the first place the attempted transfer by the trustee, Pintard, was a gross breach of trust. He could sell only at public auction, and after default in payment of the notes. (Rec., 20–21.) The notes were dated May 26, 1881, and were payable in six and eight months after date, respectively,

yet, on June 13, 1881—eighteen days only after the notes were given—the trustee, Pintard, united with Broughton in a bill of sale, and thereby attempted to transfer to Stewart Brothers & Co. all the property embraced in the deed of trust. (Rec., 23, 181.) This sale, if sale it be, was secret—not public.

In the next place, irrespective of the fact that this attempted transfer by the trustee was *ultra vires*, the secrecy surrounding the transfer is a strong evidence that it was fraudulent.

The bill of sale was not recorded, yet it is a conceded fact that Broughton remained in the possession of the store and of the property intended to be embraced in the deed of trust and bill of sale.

The theory of all the recording acts is, that deeds of personal property should be recorded in order to make public the fact that the title to the property is not in the person whose possession indicates his ownership. This is especially true where the grantor in the deed has, for a long time previously been, notoriously both owner and possessor.

In the case at bar Broughton's creditors were bound to know that their lien was subject to the deed of trust and they were, also, conclusively presumed to know that that deed of trust was fraudulent in law and void on its face, as they believed it to be fraudulent in fact.

But a secret transfer and a secreted deed generally destroy title. They do not create it.

Sherman vs. *Blennerhassett*, 105 U. S., 100.

e.

It is sought to avoid the effect of the fraudulent trust deed and the proceedings thereunder by showing that absolute sale and conveyance were afterward made, but this effort is made too late and it is without avail. Having induced the complainant to indulge and give further credit

to Broughton, and having received and placed upon record the fraudulent trust deed, on the 13th of June, 1881, they took from the grantor *and the trustee in this fraudulent deed* an absolute deed for all the property, including this property acquired by Broughton from the creditors, complainants in this case, in consequence of the false representations as to his solvency made by the appellants. If they desired to avoid the effect of the fraudulent and void trust deed they should have promptly and unconditionally repudiated the same. But they failed to do this, and when the attorney for complainants, just prior to filing the bill, visited Rodney the defendants furnished him with a copy of the deed or bill of sale signed by the trustee. (Rec. 219). They were then claiming under and through the fraudulent trust deed and relied upon no other title. It is true that the defendants afterwards produced also a deed or bill of sale signed by Broughton alone, but this is simply made an exhibit to the answer of the defendants; it was never recorded and *there is no proof whatever that it was ever executed.* Although it has attached to it a certificate of acknowledment by a justice of the peace, still, as the instrument was never recorded, this is no proof of its execution. Rev. Code, Miss., 1880, § 1662; 39 Miss., 157. Certain it is that this instrument was not produced by defendants or relied upon by them before the suit was brought. They claimed under and relied alone upon the other deed, which was signed by Pintard, the trustee in the deed of trust, a copy of which was furnished complainants just prior to the suit. The court will observe that there is no dispute or conflict of testimony as to this. When the attorney of complainants visited Rodney, the defendants offered to show him the papers under which they then claimed to hold the property, and they accordingly did furnish and deliver to him a copy of the deed or bill of sale *formally signed and acknowledged*

by the trustee, and it is not claimed that the other deed was ever seen or heard of until long after the bill was filed.

f.

But it is clear that the subsequent deed or conveyance was only a consummation of the fraudulent scheme under which the illegal and void trust deed was taken. It constituted a part of this scheme, and was avoided by the fraud which entered into the whole transaction.

In the case of *Baldwin* vs. *Flash*, 59 Miss., it was held that a deed fraudulent in law merely could be cured by the subsequent act of the parties *if in perfect good faith*.

The court held that the fraudulent deed could be considered *in connection with all the facts* in determining whether or not the subsequent transfer was made as part of a general scheme to hinder and defraud creditors. The case was remanded, and under this ruling it was decided, we are informed, by the lower court, that there was such a scheme or design, of which both conveyances formed a part, and the judgment was affirmed by the Supreme Court of Mississippi. So the case of *Baldwin* vs. *Flash* is not an authority in favor of appellants. Here we have, in addition to the illegal and fraudulent provisions on the face of the trust deed, the false representations, the conflicting and contradictory statements as to the agency, the destruction and withholding of important evidence and other facts showing the unfairness of this transaction.

Nor was there such an open change of possession from Broughton to Stewart Brothers & Co. as would dispense with a proper and recorded bill of sale as evidence of a transfer of title.

Up to May 26, 1881, Broughton was in possession of the personal property as owner of an unencumbered title to it. Subsequent to that date he had the same ownership and right of possession, subject only to the right of the trustee

to take possession and sell at public auction under the deed of trust.

But, confessedly, the trustee never sold at public auction. Nor does it appear that he ever took possession.

The substance of defendant's testimony is this: Prior to June 13, 1881, J. W. Broughton was in possession and control of the goods and he had under him one or two clerks, of whom C. J. Pintard, the trustee, was one. Subsequent to June 13, 1881, C. J. Pintard was in possession and control of the goods and had under him the same clerks and J. W. Broughton in addition. There is no pretence of any change in the sign over the store door to indicate that the ownership of the stock had been transferred, nor anything else to lead non-resident creditors to suspect any change of possession. There was merely a private agreement between Brown, Stewart Brothers' agent, and Broughton that employer and employee should change places. This change of title was evidenced by a bill of sale that was not made public until this litigation was begun. The bill of sale was first heard of nearly a month later, when complainant's counsel were preparing their suit. (Rec. 218, 219). And at this time, only after suit was threatened, Mr. Brame found the clerks engaged in taking an inventory. (Rec. 219). At this time C. J. Pintard, the trustee, and afterwards manager of the store, was twenty-one years of age, or less. (Rec. 177, 186).

As to the inference, by the courts of Mississippi, of fraud from such apparent retention of possession see *Comstock* vs. *Rayfond*, 12 Smedes and M., 390; *Rankin* vs. *Hal'oway*, 3 S. & M., 623; *Stovall* vs. *Bank of Memphis*, 8 S. & M., 305.

Now these strong evidences of fraud should have been fully disproved or explained away by the defendants. This Court said, in *Clements* vs. *Moore*, 6 Wallace, 315:

> "The facts disclosed create a strong doubt of the integrity of the transaction between Moore and Nich-

olson, and throw on Moore the duty of making a full explanation and the burden of proof to sustain it."

Under this rule, in view of the facts of this case, it devolved upon the defendants to produce all the evidence reasonably available, and to make a clear and complete showing. It was but a poor compliance with this rule, and a mere pretext, for the defendants in this case to produce a number of old and unimportant letters and telegrams, wherein the subject of this transfer and its terms were not even alluded to, leaving out all that part of the correspondence which would throw any light on the transaction. The long unexplained gaps in the correspondence are most ominous, and they afford striking proof in the case, particularly when we consider the close and confidential relations between the parties, and the fact that a full discovery was asked. Only one letter from Broughton during the year 1881 is produced, and the telegrams which are shown to have passed between the parties, about the time of this transfer, are either kept back or have been destroyed, and are not accounted for. The cross-examination of C. J. Pintard, the trustee, a witness for defendants, and son of the attorney, who wrote the trust deed, shows that he saw Broughton *burning a number of the letters he had received, about the time of this transfer.* (Rec., 183, 184.) This was in the Summer, when no fire was needed for other purposes. If Broughton did not intentionally burn the letters that were damaging, why did he not destroy *all* the letters? If he was not endeavoring to suppress the truth, it is remarkable that he preserved and filed as exhibits to his answer those *only* of the letters and telegrams which did not in the remotest manner allude to this conveyance; and it is even more remarkable that Stewart Brothers & Co., systematic business men, did the same thing. It is to be remembered, however, that a common purpose

was in view. Even the answers of all the defendants were prepared and filed by the same solicitor.

The testimony of Broughton, Stewart and Brown was taken after that of C. J. Pintard, in which he spoke of the destruction of the letters; yet neither of these deeply interested witnesses attempts to explain this important matter. *Neither of them testifies that the portion of the correspondence which was destroyed was unimportant or immaterial.* Nor does either of them state that this correspondence related to other matters.

It is shown that Broughton kept an account with Stewart Brothers & Co. up to the last by means of what is called a cotton account. Although the defendants make a parade of Broughton's other books, yet the cotton book, the *only* one in which was entered any of the transactions with Stewart Brothers & Co., except some journal entries, was not produced or accounted for.

Counsel for complainants below exerted every possible effort to get this book. They endeavored to procure it at Natchez while taking testimony of defendant's witnesses there. Afterwards at Fayette, then at Rodney, and finally in New Orleans the same effort was made, but without success. Broughton and W. A. Stewart, the agent of appellants, stated that this book was left in the store at Rodney. Although other books and papers were there, this important book could not be found, nor was it ever produced or its absence accounted for. If it was destroyed with the correspondence, there was of course a motive for it. It is well settled that where even a single badge of fraud is proved, it devolves upon the parties to a transaction of this character to show its fairness. Considering the facts of this case, it is manifest that the defendants have wholly failed to meet the issue. The most valuable and important evidence in the case was destroyed or suppressed, and no explanation or excuse whatever was made or offered for this by the defend-

ants. There could be no evidence relating to this conveyance as good as that which was in writing, and if it was a straightforward, honest transaction throughout, there could have been no reason for suppressing this evidence.

JOHN F. HANNA,
JAMES M. JOHNSTON,
Counsel for Appellees.

115-61

Brief of Appellees on Motion to dismiss

SUPREME COURT U.S.
APR 20 1885
JAMES H. McKENNEY,
CLERK

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1884.

ANDREW STEWART *et al.*,
vs.
JAMES H. DUNHAM *et al.* } No. 1,240.

JOHN F. HANNA,
JAMES M. JOHNSTON,
Counsel for Appellees.

R. O. POLKINHORN & SON, PRINTERS.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1884.

ANDREW STEWART *et al.*,

vs.

JAMES H. DUNHAM *et al.*

No. 1,240.

And now come James H. Dunham, William T. Buckley and Charles H. Webb, partners trading as Dunham, Buckley and Company; Edwin Bates, Charles K. Bates and Thomas R. McGahan, partners, trading as Edwin Bates and Company; Sigmund Katz, Jacob Katz, Nathaniel Barnett and Selvia Barnett, partners, trading as Katz and Barnett; and John I. Adams and William H. Renaud, partners, trading as John I. Adams and Company, appellees, by John F. Hanna and James M. Johnston, their counsel, and move the Court to dismiss for want of jurisdiction, the appeal of Andrew Stewart, Andrew D. Gwynne and P. F. Haley, partners, trading as Stewart Brothers and Company, and for the reasons stated in the following brief.

JOHN F. HANNA,
JAMES M. JOHNSTON,
Counsel for Appellees.

I.

Said appeal should be dismissed because it was returnable at the October Term 1883, but was not so returned.

This reason for the motion to dismiss the appeal rests on the ground that the appeal was not filed and docketed at the term at which it was properly returnable. The decree was rendered December 2, 1882. The appeal was allowed on the same day, and was returnable to the next following term of this Court. It was not docketed until the October term, 1884. A motion was made by the appellees, and granted, to docket and dismiss. Afterwards, on motion of appellants, leave was granted them, on February 2, 1885, to docket the case. No opinion was delivered nor reason assigned for this action and appellees do not understand that they are precluded from urging the present ground upon which they ask the Court to dismiss the appeal. Though the Court gave the appellants leave to docket the case, it is not understood that the effect of that fact on the jurisdiction of this Court was passed upon.

We contend that, under the settled practice of the Court, the appeal became *functus officio* by the failure to file and docket at the October term, 1883.

The requirement of the law is that there shall be annexed to and returned with any writ of error, at the day and place therein mentioned, an authenticated transcript of the record. Appeals are subject to the same regulation.

The 9th Rule makes it the duty of the appellant, when the decree is rendered thirty days before the commencement of the term, "*to docket the cause* and file the record with the clerk within the first six days of the term."

In the "Steamer Virginia" Chief-Justice Taney, stating the settled construction of the act of Congress and the practice of the Court under it, says:

> "The transcript must be filed in this Court, and the case docketed at the term next succeeding the appeal, in order to give the Court jurisdiction."
>
> 19 How., 182.

This language is repeated by the present Chief-Justice in *Grigsby* vs. *Purcell*, 99 U. S., 507, in which case the numerous prior decisions of the court are referred to.

The exceptions to the rule are, where there was fraud or where the party was prevented from duly prosecuting the appeal by the action of the court below.

The cases up to the time of the decision are reviewed by Mr. Justice Miller in *Edmonson* vs. *Bloomshire*, 7 Wall., 310. He says:

> "The rule is placed distinctly on the ground that this Court has no jurisdiction of the case unless the transcript be *filed* during the term next succeeding the allowance of the appeal. The intelligible ground of this decision is that the writ of error and the appeal are the foundation of our jurisdiction, without which we have no

> right to revise the action of the inferior court; that the writ of error, like all other common-law writs, becomes *functus officio*, unless some return is made to it during the term of court to which it is returnable."

He then mentions that the same rule applies to appeals. After adding that the rule has been acted on in a great number of cases, the Court says: "And the Court has never hesitated to act on this rule whenever it has appeared from the record that the case came within it, although no motion to dismiss was made by either party. In fact, treating it as a matter involving the jurisdiction of the Court, we cannot do otherwise."

When the act says that there shall be "*returned*" with the appeal the transcript, &c., under the numerous decisions of the Court, this return must be made by filing the record and docketing the case. It is submitted, that until this is done, it is not a record of the Court, but the private property of the depositor and subject to his control.

It never receives any official sanction until it is filed and docketed. It then becomes the property of the Court.

In the case at bar the appeal is not returnable to the present term, and cannot therefore bring the record before the Court.

Rice vs. *M. & N. R. R. Co.*, 21 Howard, 84.

The appeal allowed by the court below became inoperative by reason of the failure to give the

necessary bond and docket the case here during the October term, 1883.

Killian vs. *Clark*, 111 U. S., 784.

II.

As to all of the appellees, except the firm of Dunham, Buckley & Co., the appeal should be dismissed, because the amount involved as to each of such appellees is below the jurisdictional amount.

All the appellees are creditors of the defendant John W. Broughton. The latter had, under the name of John W. Broughton, agent, been conducting a store at the town of Rodney, Mississippi. Broughton conducted a retail business and the appellees are wholesale dealers in or manufacturers of certain of the articles thus used and sold by Broughton.

All of his property having, about the time of the maturity of appellees' claims, been transferred by Broughton to the appellants, Stewart, Brothers & Co., this suit in equity was brought by appellees against both Broughton and Stewart, Brothers & Co. The theory of the proceeding is that the transfer referred to was fraudulent and void as to Broughton's creditors, being made with intent to delay, hinder and defraud them, and that Stewart, Brothers & Co. were not *bona fide* purchasers for value.

The court below "ordered, adjudged and decreed that the defendants, John W. Broughton and Andrew H. Stewart, Andrew D. Gwynne, and P.

H. Haley, composing the firm of Stewart, Brothers & Co., do pay to the complainants the above mentioned sums respectively due them, with interest thereon at the rate of six per centum per annum from this date" [*i. e.* the date of the decree] "until paid, that is to say, to Dunham, Buckley & Co., $10,222.50; to Edwin Bates & Co., $4,391.08; to Katz & Burnett, $930.82; to John I. Adams & Co., $706.37, for which amount and costs executions in favor of said creditors respectively may issue as at law." (Rec., 225.)

The amounts of these claims are not disputed. The decree appealed from contains the following:

> "It is agreed by and between the solicitors for complainants and defendants that these are the correct amounts due the complainants respectively as creditors of the said John W. Broughton, without the necessity of a reference to a commissioner to compute and report the amounts, and for said amounts the debts of said complainants are hereby established. (Rec., 225.)

It will thus be seen that each of the firms, has a separate and distinct decree against Broughton and Stewart Brothers & Co. for the amount due to it, and that, with the exception of the claim of Dunham, Buckley & Co., each of the debts involved in this appeal is below the sum of $5,000. This Court is therefore without jurisdiction as to them.

Schwed vs. *Smith*, 106 U. S., 188;
Hawley vs. *Fairbanks*, 108 U. S., 548, 549.

Smith Nat. Bk. vs. Court.
decided this term not yet reported

It will be observed that none of the creditors mentioned had obtained judgments, but, under the statutes of the State of Mississippi, simple contract creditors may unite, for the sake of convenience, in such a proceeding as this, just as judgment creditors, or simple contract creditors in admiralty causes, may ordinarily do.

Section 1843 of the Revised Code of Mississippi, (edition of 1880, p. 610) provides that—

> "The said Courts shall have jurisdiction of bills exhibited by creditors who have not obtained judgments at law, or having judgments, have not had executions returned unsatisfied, to set aside fraudulent conveyances of property, or other devices resorted to for the purpose of hindering, delaying or defrauding creditors; and may subject the property to the satisfaction of the demands of such creditors, as if complainant had a judgment and execution thereon returned 'no property found.'"

JOHN F. HANNA,
JAMES M. JOHNSTON,
Counsel for Appellees.